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Signed

Gwich'in and Inuvialuit Self-Government Agreement-in-Principle for the Beaufort-Delta Region

STRENGTH THROUGH PARTNERSHIP • NIKHAH TR'EHNEET'AII • HUANGALUTA HAVAQATIGIIGLUTA

BEAUFORT-DELTA
SELF-GOVERNMENT
Strength Through Partnership

Northwest Territories

Canada

105-00295/

GWICH'IN AND INUVIALUIT SELF-GOVERNMENT AGREEMENT-IN-PRINCIPLE FOR THE BEAUFORT-DELTA REGION

which is an agreement-in-principle

among

THE GWICH'IN,
AS REPRESENTED BY
THE GWICH'IN TRIBAL COUNCIL

and

THE INUVIALUIT,
AS REPRESENTED BY
THE INUVIALUIT REGIONAL CORPORATION

and

THE GOVERNMENT OF THE NORTHWEST TERRITORIES

and

THE GOVERNMENT OF CANADA

Signed in Inuvik, Northwest Territories, this 16th day of April, 2003, signifying approval of this Agreement-in-Principle, which, in accordance with its section 2.2.2, shall form the basis for concluding the Gwich'in and Inuvialuit Self-Government Agreement for the Beaufort-Delta Region.

Witness:

For the Gwich'in:

Fred Carmichael, President
Gwich'in Tribal Council

Witness:

For the Inuvialuit:

Nellie Cournoyea, Chairperson
Inuvialuit Regional Corporation

Witness:

Lacy Campbell

For the Government of the Northwest Territories:

Stephen Kakfwi

The Honourable Jim Antoine
Minister of Aboriginal Affairs

Witness:

For the Government of Canada:

The Honourable Robert D. Nault
Minister of Indian Affairs and Northern Development

Table of Contents

Table of Contents 3
PREAMBLE 8
CHAPTER 1 DEFINITIONS 9
1.1 DEFINITIONS 9
CHAPTER 2 GENERAL PROVISIONS 15
2.1 INTERPRETATION 15
2.2 STATUS OF THIS AGREEMENT-IN-PRINCIPLE 16
2.3 COMING INTO EFFECT 16
2.4 LANGUAGES OF THE AGREEMENT 17
2.5 LEGISLATION CONCERNING THE AGREEMENT 17
2.6 EXERCISE OF JURISDICTION AND DELIVERY OF PROGRAMS AND SERVICES 17
2.7 OTHER RIGHTS AND BENEFITS OF GWICH'IN AND INUVIALUIT 18
2.8 OTHER ABORIGINAL PEOPLE 18
2.9 CANADIAN CHARTER OF RIGHTS AND FREEDOMS 18
2.10 JUDICIAL DETERMINATION OF VALIDITY OF AGREEMENT 18
2.11 APPLICATION OF FEDERAL LAWS AND TERRITORIAL LAWS 19
2.12 ANCILLARY AND INCIDENTAL AUTHORITY 19
2.13 EXCLUSION OF JURISDICTIONS 19
2.14 RESOLUTION OF CONFLICTS AMONG LAWS AND AGREEMENTS 20
2.15 PREAMBLE AND SCHEDULES 22
2.16 DEVOLUTION 22
2.17 WARRANTIES AND INDEMNITIES 22
2.18 DISCLOSURE OF INFORMATION 22
2.19 AMENDMENT 23
2.20 BINDING ON THE PARTIES 23
2.21 DEPOSIT OF AGREEMENT AND PUBLICATION OF AMENDMENTS 23
2.22 JURISDICTION OF COURTS REGARDING INTERPRETATION 24
2.23 ENTIRE AGREEMENT 24
2.24 STATUTORY INSTRUMENTS ACT (CANADA) AND PROOF OF LAWS 24
2.25 NO IMPLIED WAIVER 24
2.26 ASSIGNMENT 24
2.27 ENUREMENT 24
2.28 NOTICE 25
CHAPTER 3 CONSULTATION AND OBLIGATION TO NEGOTIATE 27
3.1 CONSULTATION 27
3.2 OBLIGATION TO NEGOTIATE 27
3.3 STATUS OF NEGOTIATED AGREEMENTS 27
CHAPTER 4 GWICH'IN GOVERNMENT 28
4.1 GENERAL 28
4.2 LEGAL STATUS AND CAPACITY 28
4.3 STRUCTURE 28
4.4 CONSTITUTION 28
4.5 REGISTRATION OF CONSTITUTION AND LAWS 29
4.6 DELEGATION AND RECEPTION OF AUTHORITY 30
4.7 LIABILITY 31
CHAPTER 5 INUVIALUIT GOVERNMENT 32
5.1 GENERAL 32
5.2 LEGAL STATUS AND CAPACITY 32

5.3 STRUCTURE 32
5.4 CONSTITUTION 32
5.5 REGISTRATION OF CONSTITUTION AND LAWS 33
5.6 DELEGATION AND RECEPTION OF AUTHORITY 34
5.7 LIABILITY 35
CHAPTER 6 BEAUFORT-DELTA PUBLIC GOVERNMENTS 36
6.1 BEAUFORT-DELTA COMMUNITY GOVERNMENTS 36
General 36
Structure 36
Elections 37
Legal Status and Capacity 38
Constitutions 39
Approval of the Constitution 40
Amendment of the Constitution 40
6.2 BEAUFORT-DELTA REGIONAL GOVERNMENT 40
General 40
Structure 41
Elections 41
Legal Status and Capacity 42
Constitution 42
6.3 REGISTRATION OF CONSTITUTIONS AND LAWS 43
6.4 DELEGATION AND RECEPTION OF AUTHORITY 44
6.5 LIABILITY 45
CHAPTER 7 CULTURE AND LANGUAGE 46
7.1 GWICH'IN JURISDICTION 46
7.2 INUVIALUIT JURISDICTION 46
CHAPTER 8 CHILD AND FAMILY SERVICES AND ADOPTION 47
8.1 CHILD AND FAMILY SERVICES 47
Jurisdiction 47
Administration 47
Consultation 48
8.2 ADOPTION 48
Gwich'in Jurisdiction 48
Inuvialuit Jurisdiction 49
Beaufort-Delta Regional Government Jurisdiction 49
Administration 50
Consultation 50
8.3 COURT PROCEEDINGS 51
CHAPTER 9 SOCIAL SERVICES 52
9.1 AUTHORITY 52
CHAPTER 10 EARLY CHILDHOOD EDUCATION 53
10.1 JURISDICTION 53
10.2 CONSULTATION 53
CHAPTER 11 KINDERGARTEN TO GRADE 12 EDUCATION 55
11.1 BEAUFORT-DELTA REGIONAL JURISDICTION 55
11.2 BEAUFORT-DELTA COMMUNITY JURISDICTION 55
11.3 EQUITABLE ACCESS TO EDUCATION 55
11.4 AGREEMENTS 56
11.5 CONSULTATION 56
CHAPTER 12 OUT OF SCHOOL CARE 58
12.1 DEFINITIONS 58
12.2 JURISDICTION 58

12.3 CONSULTATION 58

CHAPTER 13 POST SECONDARY EDUCATION 59

13.1 GWICH'IN JURISDICTION 59
13.2 INUVIALUIT JURISDICTION 59
13.3 LIMITATIONS 59
13.4 CONSULTATION 59

CHAPTER 14 STUDENT SUPPORT SERVICES 60

14.1 GWICH'IN GOVERNMENT 60
Jurisdiction 60
Intergovernmental agreements 60
14.2 INUVIALUIT GOVERNMENT 60
Jurisdiction 60
Intergovernmental agreements 61

CHAPTER 15 TRAINING 62

15.1 GWICH'IN GOVERNMENT AUTHORITY 62
15.2 INUVIALUIT GOVERNMENT AUTHORITY 62
15.3 BEAUFORT-DELTA PUBLIC GOVERNMENTS AUTHORITY 63
15.4 GENERAL 63

CHAPTER 16 HEALTH 64

16.1 DEFINITIONS 64
16.2 GWICH'IN GOVERNMENT 64
Jurisdiction 64
Authority 64
16.3 INUVIALUIT GOVERNMENT 65
Jurisdiction 65
Authority 65
16.4 BEAUFORT-DELTA REGIONAL GOVERNMENT 65
Jurisdiction 65
Authority 66
16.5 EMERGENCY POWERS 66

CHAPTER 17 INCOME SUPPORT 68

17.1 DEFINITIONS 68
17.2 JURISDICTION 68
17.3 ADMINISTRATION 69
17.4 CONSULTATION 69

CHAPTER 18 JUSTICE AND POLICING 70

18.1 GWICH'IN GOVERNMENT 70
Enforcement officers 70
Offences 70
Resolution of disputes 71
Appeal and review 71
18.2 INUVIALUIT GOVERNMENT 71
Enforcement officers 71
Offences 71
Resolution of disputes 72
Appeal and review 72
18.3 BEAUFORT-DELTA REGIONAL GOVERNMENT 73
Enforcement officers 73
Offences 73
Resolution of disputes 74
Appeal and review 74
18.4 BEAUFORT-DELTA COMMUNITY GOVERNMENTS 74
Enforcement officers 74

Offences 74
Resolution of disputes 75
Appeal and review 75
18.5 COURTS 76
18.6 POLICING 77
18.7 ADMINISTRATIVE ARRANGEMENTS 78
18.8 REVIEW 79
CHAPTER 19 GUARDIANSHIP, TRUSTEESHIP, WILLS AND ESTATES ...80
19.1 GUARDIANSHIP AND TRUSTEESHIP 80
Gwich'in 80
Inuvialuit 81
19.2 WILLS AND ESTATES 81
Gwich'in 81
Inuvialuit 82
CHAPTER 20 LOCAL GOVERNMENT OPERATIONS 83
20.1 GENERAL 83
20.2 JURISDICTION 83
20.3 AUTHORITY 84
20.4 COMMUNITY LANDS 85
20.5 TERRITORIAL LEGISLATION 86
20.6 SUPPORT SERVICES 87
CHAPTER 21 FINANCIAL AGREEMENTS AND OWN SOURCE REVENUE.....88
21.1 PRINCIPLES AND OBJECTIVES 88
21.2 GENERAL 88
21.3 FISCAL FINANCING AGREEMENTS 89
21.4 OWN SOURCE REVENUES 91
CHAPTER 22 TAXATION 92
22.1 GENERAL 92
CHAPTER 23 DISPUTE RESOLUTION 93
23.1 GENERAL 93
23.2 ESTABLISHMENT, POWERS AND DUTIES OF DISPUTE RESOLUTION BOARD 93
23.3 INFORMAL RESOLUTION 94
23.4 MEDIATION 94
23.5 ARBITRATION 95
CHAPTER 24 REVIEW 97
24.1 INITIATED REVIEW 97
24.2 PERIODIC REVIEW 98
CHAPTER 25 INTERGOVERNMENTAL RELATIONS 100
25.1 GENERAL 100
CHAPTER 26 IMPLEMENTATION AND TRAINING 101
26.1 DEFINITIONS 101
26.2 PRE-EFFECTIVE DATE ACTIVITIES 101
26.3 IMPLEMENTATION PLAN 101
26.4 STATUS OF THE IMPLEMENTATION PLAN 102
26.5 TRAINING AND CAPACITY BUILDING 102
26.6 IMPLEMENTATION COMMITTEE 103
CHAPTER 27 TRANSITION 105
27.1 DISSOLUTION OF *INDIAN ACT* (CANADA) BANDS 105
27.2 DISSOLUTION OF MUNICIPAL CORPORATIONS 105
CHAPTER 28 APPROVAL OF THIS AGREEMENT-IN-PRINCIPLE 107
28.1 GENERAL 107

Post-Approval....107
CHAPTER 29 ADDITIONAL SUBJECTS FOR NEGOTIATION 108
29.1 GENERAL....108

PREAMBLE

WHEREAS the Gwich'in and the Inuvialuit have made a written request to both Canada and the Government of the Northwest Territories indicating their desire to negotiate jointly and conclude a Self-Government Agreement;

and WHEREAS chapter 5 and appendix B of the Gwich'in Comprehensive Land Claims Agreement provide for the negotiation of self-government agreements between government and the Gwich'in, and in particular section 1.3 of appendix B of the GCLCA provides that:

> 1.3 The objectives of self-government agreements shall be to describe the nature, character and extent of self-government, the relationship between government and Gwich'in institutions and to accommodate Gwich'in self-government within the framework of public government;

and WHEREAS subsection 4(3) of the Inuvialuit Final Agreement provides that:

> 4(3) Canada agrees that where restructuring of the public institutions of government is considered for the Western Arctic Region, the Inuvialuit shall not be treated less favourably than any other native groups or native people with respect to the governmental powers and authority conferred on them;

and WHEREAS the Government of Canada and the Government of the Northwest Territories recognize the inherent right of self-government as an existing aboriginal right under section 35 of the *Constitution Act, 1982*;

and WHEREAS the Parties have concluded this Agreement-in-Principle which will guide the Parties in the negotiation of the Gwich'in and Inuvialuit Self-Government Agreement for the Beaufort-Delta Region;

and WHEREAS the objective of these negotiations is to complete an Agreement that meets the objectives referred to in section 1.3 of Appendix B of the GCLCA, that is consistent with section 4(3) of the IFA and that implements the inherent right of self-government for the Gwich'in and the Inuvialuit;

NOW THEREFORE, the Parties agree as follows:

CHAPTER 1 DEFINITIONS

1.1 DEFINITIONS

1.1.1 In the Agreement, unless otherwise provided

"**Agreement**" means the final Gwich'in and Inuvialuit Self-Government Agreement for the Beaufort-Delta Region.[1]

"**At-Large Councillor**" means a member of a community council of a Beaufort-Delta Community who is elected by the Community Eligible Voters in that Beaufort-Delta Community.

"**Beaufort-Delta Community**" means the community of Aklavik, Fort McPherson, Holman, Inuvik, Paulatuk, Sachs Harbour, Tsiigehtchic or Tuktoyaktuk.

"**Beaufort-Delta Community Government**" means the community government of Aklavik, Fort McPherson, Holman, Inuvik, Paulatuk, Sachs Harbour, Tsiigehtchic or Tuktoyaktuk.

"**Beaufort-Delta Government**" means the Gwich'in Government, or the Inuvialuit Government, or the Beaufort-Delta Regional Government, or any of the Beaufort-Delta Community Governments.

"**Beaufort-Delta Law**" means a Gwich'in Law, an Inuvialuit Law, a Community Law or a Regional Law.

"**Beaufort-Delta Leadership"** consists of:

(a) the mayor of each Beaufort-Delta Community;
(b) the Gwich'in leader from each Gwich'in Community who represents both the Gwich'in Band Council and the community DGO in that community;
(c) the Chairperson of each Inuvialuit Community Corporation;
(d) the President of the Gwich'in Tribal Council; and
(e) the Chairperson of the Inuvialuit Regional Corporation.

"**Beaufort-Delta Public Government"** means any of the Beaufort-Delta Community Governments or the Beaufort-Delta Regional Government.

"**Beaufort-Delta Region**" consists of the Gwich'in Settlement Area and the Western Arctic Region.

"Beaufort-Delta Student" means an individual who resides in the Beaufort-Delta Region and, at the beginning of the school year, has attained the age of 5 years and is not older than 21 years.

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[1] This definition indicates the distinction between the final self-government agreement and this Agreement-in-Principle.

"**Board**" means the Dispute Resolution Board established pursuant to part 23.2 of the Dispute Resolution chapter.

"**Child**" means an individual who has not yet attained the age of majority in the Northwest Territories.

"**Child and Family Services**" means services provided for:

(a) the protection of Children, where the primary objective is the safety and well-being of Children, having due regard for the protection from abuse, neglect and harm, or the threat of abuse, neglect or harm, and any need for intervention; and
(b) the support of families and care givers to provide a safe environment and prevent abuse, neglect and harm, or the threat of abuse, neglect or harm, including:
  (i) the support of kinship ties and a Child's attachment to the extended family; and
  (ii) the promotion of a well-functioning family and community life.

"**Community Constitution**" means the constitution of a Beaufort-Delta Community adopted in accordance with part 6.1 of the Beaufort-Delta Public Government chapter.

"**Community Eligible Voter**" means an individual who, on the date of an election:

(a) is a Canadian citizen or a permanent resident of Canada;
(b) is at least 18 years of age unless otherwise provided for in the Community Constitution;
(c) meets the residency requirement provided for in the Community Constitution; and
(d) is not disqualified from voting by reason of any residency, age or other requirement set out in the Community Constitution or a Community Law.

"**Community Law**" means a law of a Beaufort-Delta Community Government.

"**Conflict**" between two laws occurs when compliance with one law results in a breach of another law.

"Curriculum Framework" means the desired learning outcomes for primary (kindergarten - grade 3), intermediate (grades 4 - 6), junior (grades 7 - 9) and senior (grades 10 - 12) grade levels.

"Curriculum Programs" means the methods of delivery for the Curriculum Framework.

"Curriculum Resources" means the range of professional resources and student learning resources available to support Curriculum Programs.

"**DGO**" means the Ehdiitat Gwich'in Council, Tetlit Gwich'in Council, Nihtat Gwich'in Council or Gwicha Gwich'in Council, as established pursuant to the GCLCA.

"**Dispute**" means a disagreement between two or more Disputants with respect to the interpretation or application of the Agreement.

"**Disputant**" means the Parties and the Beaufort-Delta Governments involved in a Dispute.

"**Effective Date**" means the date the Agreement comes into effect as a result of the passage of ratification legislation.

"**GCLCA**" means the Gwich'in Comprehensive Land Claims Agreement.

"**Guardian**" is a person who has been appointed to make or assist in making decisions on behalf of another person in matters relating to that other person's personal care and well-being.

"**Gwich'in**" means:

(a) participants of the GCLCA;
(b) individuals determined to be Gwich'in pursuant to the Gwich'in Constitution; and
(c) individuals who are children of (a) or (b) and are under the age of eighteen (18) years.

"**Gwich'in Bands**" means the Tetlit Gwich'in Band, Aklavik Band, Inuvik Native Band, and the Gwicha Gwich'in Band.

"**Gwich'in Community**" means the community of Aklavik, Fort McPherson, Inuvik, or Tsiigehtchic.

"**Gwich'in Community Councillor**" means a member of a community council who is elected only by the Gwich'in Community Voters.

"**Gwich'in Community Voter**" means an individual in a Gwich'in Community who is both a Community Eligible Voter and a Gwich'in Voter.

"**Gwich'in Constitution**" means the constitution of the Gwich'in adopted in accordance with part 4.4 of the Gwich'in Government chapter.

"**Gwich'in Council**" means the council established pursuant to the Gwich'in Constitution.

"**Gwich'in Healer**" means a practitioner of traditional Gwich'in medicine.

"**Gwich'in Law**" means a law of the Gwich'in Government.

"**Gwich'in Settlement Area**" has the same meaning as "settlement area" as set out in 2.1.1 of the GCLCA.

"**Gwich'in Voter**" means a Gwich'in who is, on the date of an election:

(a) a Canadian citizen or a permanent resident of Canada; and
(b) not disqualified from voting by reason of any residency, age or other requirement set out in the Gwich'in Constitution or a Gwich'in Law.

"**Health Facility**" means any building or other structure used for the delivery of health care programs and services contemplated by the Health chapter, including a hospital, nursing station, or health centre.

"**IFA**" means the Inuvialuit Final Agreement.

"**Implementation Committee**" means the Implementation Committee established pursuant to part 26.6 of the Implementation and Training chapter.

"**Income Support**" means any form of aid, monetary or otherwise, that is provided to assist a Person in Need.

"**Initialling Date**" means the date the Chief Negotiators initial the Agreement.

"**Insured Services**" means health care programs or services, provided pursuant to the *Hospital Insurance and Health and Social Services Administration Act* or the *Medical Care Act*.

"**Intellectual Property**" means any intangible property right resulting from intellectual activity in the industrial, scientific, literary or artistic fields, including any right relating to patents, copyrights, trademarks, industrial designs or plant breeders' rights.

"**Inuvialuit**" means:

(a) beneficiaries of the IFA;
(b) individuals determined to be Inuvialuit pursuant to the Inuvialuit Constitution; and
(c) individuals who are children of (a) or (b) and are under the age of eighteen (18) years.

"**Inuvialuit Community**" means the community of Aklavik, Holman, Inuvik, Paulatuk, Sachs Harbour, or Tuktoyaktuk.

"**Inuvialuit Community Councillor**" means a member of a community council who is elected only by the Inuvialuit Community Voters.

"**Inuvialuit Community Voter**" means an individual in an Inuvialuit Community who is both a Community Eligible Voter and an Inuvialuit Voter.

"**Inuvialuit Constitution**" means the constitution of the Inuvialuit adopted in accordance with part 5.4 of the Inuvialuit Government chapter.

"**Inuvialuit Council**" means the council established pursuant to the Inuvialuit Constitution.

"**Inuvialuit Healer**" means a practitioner of traditional Inuvialuit medicine.

"**Inuvialuit Law**" means a law of the Inuvialuit Government.

"**Inuvialuit Voter**" means an Inuvialuk who is, on the date of an election:

(a) a Canadian citizen or a permanent resident of Canada; and
(b) not disqualified from voting by reason of any residency, age or other requirement set out in the Inuvialuit Constitution or an Inuvialuit Law.

"**Inuvialuk**" means an individual Inuvialuit person.

"**Inuvialuktun**" means the language of the Inuvialuit and includes the Siglit, Uummarmiut and Kangiryuarmiut dialects.

"**Parent**" means each of:

(a) the Child's mother; and
(b) the Child's father.

"**Party**" means each of the Gwich'in Tribal Council, the Inuvialuit Regional Corporation, Canada and the Government of the Northwest Territories.

"**Person in Need**" has the same meaning as in the *Social Assistance Act*.

"**Pre-school Child**" means an individual who resides in the Beaufort-Delta Region and is not older than 6 years at the beginning of the school year and is not enrolled in school.

"**Regional Constitution**" means the constitution of a Beaufort-Delta Regional Government adopted in accordance with part 6.2 of the Beaufort-Delta Public Government chapter.

"**Regional Eligible Voter**" means an individual who, on the date of an election:

(a) is a Canadian citizen or a permanent resident of Canada;
(b) is at least 18 years of age unless otherwise provided for in the Regional Constitution;
(c) meets the residency requirement provided for in the Regional Constitution or meets the residency requirement of a Community Eligible Voter; and
(d) is not disqualified from voting as may be provided for in the Regional Constitution or a Regional Law.

"**Regional Law**" means a law of the Beaufort-Delta Regional Government.

"**Signing Date**" means the date the designates from the Gwich'in, the Inuvialuit, the Government of the Northwest Territories and Canada sign the Agreement.

"**Social Services Programs**" means programs and services designed to improve the well-being of persons but does not include any Insured Services or services to persons who are receiving care or treatment pursuant to the *Mental Health Act*.

"**Student Support Services**" means assistance provided in the form of a grant, loan, or scholarship, and counseling and administrative services, for students accessing continuing education programs.

"**Territorial**" means of the Northwest Territories.

"**Territorial Court**" means the Territorial Court of the Northwest Territories.

"**Trustee**" is a person who has been appointed to make decisions on behalf of another person in matters relating to that other person's real or personal property.

"**Western Arctic Region**" has the same meaning as set out in the IFA.

CHAPTER 2 GENERAL PROVISIONS

2.1 INTERPRETATION

2.1.1 The Agreement may be examined as an aid to interpretation where there is any doubt in respect of the meaning of any legislation giving effect to or implementing the provisions of the Agreement.

2.1.2 A reference to a statute, other than a constitutional act, in the Agreement is a reference to a Territorial law unless otherwise stated.

2.1.3 A reference to a statute includes every amendment to it, every regulation made under it, and any law enacted in substitution for, or in replacement of it.

2.1.4 A reference to a federal statute in the Agreement includes any Territorial law which succeeds the federal statute.

2.1.5 In the Agreement:

(a) the use of the word "will" or "shall" denotes an obligation that, unless the Agreement provides to the contrary, must be carried out as soon as practicable after the Effective Date or the event that gives rise to the obligation;
(b) the words "otherwise provided" mean "otherwise expressly provided";
(c) unless a different meaning is clear from the context, the use of the word "including" means "including, but not limited to", and the use of the word "includes" means "includes, but is not limited to";
(d) chapter titles, headings and subheadings are for convenience only and in no way affect the scope or meaning of any provision of the Agreement;
(e) unless a different meaning is clear from the context, the use of the singular includes the plural, and the use of the plural includes the singular; and
(f) capitalized words or phrases shall have the meanings assigned to them in the Agreement.

2.1.6 For the purpose of any provision of the Agreement, Canada may authorize any body or person to act on its behalf, or may identify which of its Ministers is responsible for the subject matter of the provision, by legislation or an order of the Governor in Council, provided that notice of any authorization or identification under this provision shall be given to each Party and to any interested Beaufort-Delta Government.

2.1.7 For the purpose of any provision of the Agreement, the Government of the Northwest Territories may authorize any body or person to act on its behalf, or may identify which of its Ministers is responsible for the subject matter of the provision, by legislation or an order of the Commissioner in Council, provided that notice of any authorization or identification under this provision shall be given to each Party and to any interested Beaufort-Delta Government.

2.1.8 For the purpose of any provision of the Agreement, a Beaufort-Delta Public Government may authorize any body or person to act on its behalf, or may identify which of its councillors is responsible for the subject matter of the provision, by legislation or a motion of its council, provided that notice of any authorization or identification under this provision shall be given to each Party and to any other interested Beaufort-Delta Government.

2.1.9 For the purpose of any provision of the Agreement, the Gwich'in Government may authorize any body or person to act on its behalf, or may identify which of its councillors is responsible for the subject matter of the provision, by legislation or a motion of the Gwich'in Council, provided that notice of any authorization or identification under this provision shall be given to each Party and to any other interested Beaufort-Delta Government.

2.1.10 For the purpose of any provision of the Agreement, the Inuvialuit Government may authorize any body or person to act on its behalf, or may identify which of its councillors is responsible for the subject matter of the provision, by legislation or a motion of the Inuvialuit Council, provided that notice of any authorization or identification under this provision shall be given to each Party and to any other interested Beaufort-Delta Government.

2.1.11 There shall be no presumption that any ambiguity in the Agreement will be resolved in favour of any particular Party.

2.2 STATUS OF THIS AGREEMENT-IN-PRINCIPLE[2]

2.2.1 This Agreement-in-Principle does not create legal obligations binding on the Parties.

2.2.2 This Agreement-in-Principle and the Beaufort/Delta Self-Government Negotiations Process and Schedule Agreement shall form the basis for concluding the Agreement.

2.3 COMING INTO EFFECT

2.3.1 The Agreement shall not come into effect until it has been ratified by all of the Parties in accordance with a process to be determined by the Parties prior to the Initialling Date.

2.3.2 Ratification of the Agreement by the Parties in accordance with a process to be determined by the Parties, which will be set out in the Agreement, is a condition precedent to the validity of the Agreement, and until such ratification is complete the Agreement is null and void and of no effect.

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[2] This part will not appear in the Agreement.

2.4 LANGUAGES OF THE AGREEMENT

2.4.1 There shall be a Gwich'in, an Inuvialuktun, an English and a French version of the Agreement.

2.4.2 The English and French versions shall be the authoritative versions. For greater certainty, the Agreement is made, for the purposes of the *Official Languages Act* (Canada), when it is signed by the representatives of the Parties.

2.5 LEGISLATION CONCERNING THE AGREEMENT

2.5.1 Canada and the Government of the Northwest Territories shall consult the Gwich'in Tribal Council and the Inuvialuit Regional Corporation in the preparation of:

(a) the legislation giving effect to the Agreement; and
(b) any other legislation proposed at the same time to implement provisions of the Agreement.

2.5.2 Canada and the Government of the Northwest Territories shall consult the Gwich'in Government and the Inuvialuit Government in the preparation of:

(a) any amendments to the legislation giving effect to the Agreement;
(b) any other legislation which is proposed after the Effective Date to implement the provisions of the Agreement; and
(c) any amendments to legislation which implements the provisions of the Agreement.

2.6 EXERCISE OF JURISDICTION AND DELIVERY OF PROGRAMS AND SERVICES

2.6.1 A Beaufort-Delta Community Government in a Gwich'in Community shall take into account the culture and language of the Gwich'in in making a law within its jurisdiction or developing and delivering a program or service.

2.6.2 A Beaufort-Delta Community Government in an Inuvialuit Community shall take into account the culture and language of the Inuvialuit in making a law within its jurisdiction or developing and delivering a program or service.

2.6.3 The Beaufort-Delta Regional Government shall take into account the cultures and languages of the Gwich'in and the Inuvialuit in making a law within its jurisdiction or developing and delivering a program or service.

2.6.4 The Gwich'in Government shall take into account the culture and language of the Gwich'in in making a law within its jurisdiction or developing and delivering a program or service.

2.6.5 The Inuvialuit Government shall take into account the culture and language of the Inuvialuit in making a law within its jurisdiction or developing and delivering a program or service.

2.7 OTHER RIGHTS AND BENEFITS OF GWICH'IN AND INUVIALUIT

2.7.1 Nothing in the Agreement shall prejudice or otherwise affect the rights of the Gwich'in or Inuvialuit as Canadian citizens and they shall continue to be entitled to all the rights and benefits of all other Canadian citizens applicable to them from time to time.

2.7.2 Nothing in the Agreement shall remove from the Gwich'in or the Inuvialuit their identity as Aboriginal people of Canada or affect their ability to participate in or benefit from any existing or future constitutional rights for Aboriginal people which may be applicable to them.

2.7.3 Nothing in the Agreement shall remove from the Gwich'in or the Inuvialuit their identity as Indians within the meaning of section 91(24) of the *Constitution Act, 1867*.

2.7.4 Prior to the Initialling Date, the Parties shall address whether the Agreement:

(a) shall be constitutionally protected as a treaty within the meaning of sections 25 and 35 of the *Constitution Act, 1982*;
(b) will provide for the relationship of the Agreement with Treaty No. 11;
(c) is the self-government agreement contemplated by chapter 5 of the GCLCA; and
(d) complies with section 4(3) of the IFA.

2.7.5 The *Indian Act* (Canada) shall determine whether a Gwich'in is an Indian within the meaning of that Act.

2.8 OTHER ABORIGINAL PEOPLE

2.8.1 Nothing in the Agreement shall be construed to affect, recognize or provide any rights under section 35 of the *Constitution Act, 1982* for any Aboriginal peoples other than the Gwich'in or the Inuvialuit.

2.9 CANADIAN CHARTER OF RIGHTS AND FREEDOMS

2.9.1 The *Canadian Charter of Rights and Freedoms* applies to the Beaufort-Delta Public Governments, the Gwich'in Government and the Inuvialuit Government in respect of matters within their authority.

2.10 JUDICIAL DETERMINATION OF VALIDITY OF AGREEMENT

2.10.1 None of the Parties shall challenge or support a challenge to the validity of any provision of the Agreement.

2.10.2 If any provision of the Agreement is found by a court of competent jurisdiction to be invalid or unenforceable:

(a) the Parties shall make their best efforts to amend the Agreement to remedy or replace the provision; and
(b) the provision shall be severable from the Agreement to the extent of the invalidity or unenforceability, and the remainder of the Agreement shall be construed, to the extent possible, to give effect to the intentions of the Parties.

2.10.3 A Party shall have the right to intervene in any court proceeding where the validity of any provision of the Agreement is at issue.

2.10.4 The participation of a Party in proceedings referred to in section 2.10.3 will be in accordance with the applicable rules of court and shall not affect the court's ability to control its process.

2.10.5 Subject to section 2.17.1, a Party will not have a cause of action against another Party if a provision of the Agreement is determined by a court to be invalid.

2.11 APPLICATION OF FEDERAL LAWS AND TERRITORIAL LAWS

2.11.1 For greater certainty and subject to the GCLCA, the IFA and the other provisions of the Agreement, federal laws and Territorial laws apply to the Gwich'in, the Inuvialuit and the Beaufort-Delta Governments.

2.12 ANCILLARY AND INCIDENTAL AUTHORITY

2.12.1 Subject to the Agreement, the authority of a Beaufort-Delta Government set out in the Agreement to make laws in relation to any subject matter includes the authority to make laws which are ancillary to or necessarily incidental to the authority.

2.13 EXCLUSION OF JURISDICTIONS[3]

2.13.1 Notwithstanding any other provision of the Agreement, a Beaufort-Delta Government may not make laws in relation to:

(a) aeronautics;
(b) banking, bankruptcy and insolvency;

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[3] Prior to the Initialling Date, at the request of Canada, the Parties will review:

1. which matters will be expressly excluded from the jurisdictions of Beaufort-Delta Governments;

2. in the case of matters not expressly excluded from the jurisdictions of Beaufort-Delta Governments, what the effect of the absence of express exclusions will be and whether any adjustments are needed in order to make the effect clear; and

3. any other provision, including provisions relating to the jurisdictions of Beaufort-Delta Governments, which may be affected by changes to the exclusion provisions.

(c) broadcasting or telecommunications;
(d) criminal law or procedure in criminal matters;
(e) divorce;
(f) the establishment of a court or appointment of a peace officer;
(g) incorporation;
(h) intellectual property;
(i) interprovincial or international trade and commerce;
(j) manufacture of intoxicants;
(k) navigation and shipping;
(l) official languages of Canada or the Northwest Territories;
(m) postal service; and
(n) protection of health and safety of all Canadians.

2.14 RESOLUTION OF CONFLICTS AMONG LAWS AND AGREEMENTS

2.14.1 In the event of a Conflict between any two or more of the statutes or agreements listed below, the Conflicting provision of the statute or agreement enumerated highest in the list shall prevail to the extent of the Conflict:

(a) the GCLCA or IFA;
(b) the Agreement;[4]
(c) a federal law approving, giving effect to and declaring valid a land claims agreement;
(d) federal ratification legislation;
(e) federal legislation implementing a provision of the Agreement;
(f) other federal legislation;
(g) Territorial legislation ratifying the Agreement;
(h) Territorial legislation implementing a provision of the Agreement; and
(i) other Territorial laws.

2.14.2 Notwithstanding any other provision of the Agreement, in the event of a Conflict between a federal law in relation to:

(a) accreditation or professional conduct of professions or trades;
(b) collection of statistics on and reporting on natural resources;
(c) endangered species;
(d) fish and fish habitat;
(e) human rights for all Canadians;
(f) peace, order and good government;
(g) public order or safety; or
(h) public health

and a Beaufort-Delta Law, the federal law shall prevail to the extent of the Conflict.

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[4] The placement of the Agreement in the list will need to be addressed once the question of constitutional protection has been settled.

2.14.3 Notwithstanding any other provision of the Agreement, in the event of a Conflict between a Territorial law in relation to:

(a) public health;
(b) public safety;
(c) consumer protection; or
(d) certifying, licensing or regulating occupations or trades, professionals, or professional organizations and societies

and a Beaufort-Delta Law, the Territorial law shall prevail to the extent of the Conflict.

2.14.4 In the event of a Conflict between any two or more of the laws or agreements listed below, the Conflicting provision of the law or agreement enumerated highest in the list shall prevail to the extent of the Conflict:

(a) the GCLCA or the IFA;
(b) the Agreement;
(c) the constitution of a Beaufort-Delta Government; and
(d) a Beaufort-Delta Law.

2.14.5 Notwithstanding any other provision of the Agreement, in the event of a Conflict between a federal law or Territorial law and a Beaufort-Delta Law which is in relation to two or more matters, and

(a) one of the matters is not a matter in respect of which the Beaufort-Delta Government making the law has the authority to make law under the Agreement, or
(b) one of the matters is a matter in respect of which the Agreement does not provide for priority for the Beaufort-Delta Law,

the Beaufort-Delta Law is not invalid by reason of (a) or (b) but the federal law or Territorial law shall prevail to the extent of the Conflict.

2.14.6 Notwithstanding any other provision of the Agreement, in the event of a Conflict between a federal law or Territorial law and a Beaufort-Delta Law which has an incidental impact on a subject-matter:

(a) in respect of which the Beaufort-Delta Government making the law does not have the authority to make law under the Agreement, or
(b) in respect of which the Beaufort-Delta Law does not have priority over the federal law or Territorial law,

the Beaufort-Delta Law is not invalid by reason of (a) or (b) but the federal law or Territorial law shall prevail to the extent of the Conflict.

2.14.7 When considering an apparent Conflict between two or more laws or agreements a court shall prefer any reasonable interpretation of the laws or agreements that avoids the Conflict over any alternative interpretation that results in a Conflict.

2.15 PREAMBLE AND SCHEDULES

2.15.1 The Preamble, and, unless otherwise provided, the Schedules and Appendices form part of the Agreement, and all parts of the Agreement shall be read together and interpreted as one agreement.

2.16 DEVOLUTION

2.16.1 Nothing in the Agreement shall prejudice the devolution of jurisdiction or powers from Canada to the Government of the Northwest Territories.

2.17 WARRANTIES AND INDEMNITIES

2.17.1 Prior to the Initialling Date, the Parties shall address whether to include any warranties and indemnities.

2.18 DISCLOSURE OF INFORMATION

2.18.1 For the purposes of federal and Territorial access to information and privacy legislation, information that a Beaufort-Delta Government provides to Canada or the Government of the Northwest Territories in confidence is deemed to be information received or obtained in confidence from another government.

2.18.2 If a Beaufort-Delta Government requests disclosure of information from Canada or the Government of the Northwest Territories, the request will be evaluated as if it were a request by a province for disclosure of that information, but Canada and the Northwest Territories are not required to disclose to a Beaufort-Delta Government information that is only available to a particular province or particular provinces.

2.18.3 Canada, the Government of the Northwest Territories and the Beaufort-Delta Governments may enter into agreements in respect of any one or more of the collection, protection, retention, use, disclosure, and confidentiality of personal, general, or other information.

2.18.4 Canada or the Government of the Northwest Territories may provide information to a Beaufort-Delta Government in confidence if the Beaufort-Delta Government has made a law or has entered into an agreement with Canada or the Government of the Northwest Territories, as the case may be, under which the confidentiality of the information will be protected.

2.18.5 Notwithstanding any other provision of the Agreement:

(a) Canada and the Government of the Northwest Territories are not required to disclose any information that they are required to withhold under any federal law or Territorial law, but if they have the discretion to disclose the information, they shall take into account the objectives of the Agreement in exercising the discretion;
(b) if a federal law or Territorial law allows the disclosure of certain information only if specified conditions for disclosure are satisfied, Canada or the Government of the Northwest Territories, as the case may be, is not required to disclose that information unless those conditions are satisfied; and
(c) Canada, the Government of the Northwest Territories and the Beaufort-Delta Governments are not required to disclose any information that may be withheld under a privilege at law or under sections 37 to 39 of the *Canada Evidence Act* (Canada).

2.19 AMENDMENT

2.19.1 The Agreement may only be amended in writing and with the consent of the Parties.

2.19.2 Consent to any amendment may only be given on the part of:

(a) Canada, by the Governor in Council;
(b) the Government of the Northwest Territories, by the Commissioner in Council;
(c) the Gwich'in Government, by resolution of the Gwich'in Council; and
(d) the Inuvialuit Government, by resolution of the Inuvialuit Council.

2.20 BINDING ON THE PARTIES

2.20.1 For greater certainty, the Agreement is binding on the Parties.

2.20.2 Beaufort-Delta Laws do not bind Her Majesty or affect the rights or prerogatives of Her Majesty unless otherwise provided in the Agreement, in another agreement entered into by Canada and a Beaufort-Delta Government, or in or pursuant to an act of Parliament.

2.20.3 Beaufort-Delta Laws do not bind the Government of the Northwest Territories unless otherwise provided in the Agreement, in another agreement entered into by the Government of the Northwest Territories and a Beaufort-Delta Government, or in or pursuant to an act of the Legislative Assembly of the Northwest Territories.

2.21 DEPOSIT OF AGREEMENT AND PUBLICATION OF AMENDMENTS

2.21.1 The Minister of Indian Affairs and Northern Development shall cause a certified copy of the Agreement and any amendments thereto to be deposited in:

(a) the library of Parliament;
(b) the legislative library of the Government of the Northwest Territories;
(c) the public registry of each Beaufort-Delta Government;

(d) the library of the Department of Indian Affairs and Northern Development that is situated in the National Capital Region;
(e) the regional office of the Department of Indian Affairs and Northern Development that is situated in Northwest Territories; and
(f) such other places as the said Minister may deem necessary.

2.22 JURISDICTION OF COURTS REGARDING INTERPRETATION

2.22.1 Prior to the Initialling Date, the Parties agree to address the roles of the Supreme Court of the Northwest Territories, the Territorial Court of the Northwest Territories and the Federal Court of Canada with respect to the interpretation of the Agreement.

2.23 ENTIRE AGREEMENT

2.23.1 The Agreement is the entire agreement between the Parties in respect of the subject matter of the Agreement and, except as set out in the Agreement, there are no warranties or collateral agreements affecting the Agreement.

2.24 *STATUTORY INSTRUMENTS ACT* (CANADA) AND PROOF OF LAWS

2.24.1 The *Statutory Instruments Act* (Canada) shall not apply to a Beaufort-Delta Law.

2.24.2 In any proceedings, a copy of a Beaufort-Delta Law appearing to be certified as a true copy by an officer of that Beaufort-Delta Government is, without proof of that officer's signature or official character, evidence of its enactment on the date specified in the Beaufort-Delta Law.

2.25 NO IMPLIED WAIVER

2.25.1 A provision of the Agreement, or the performance by a Party of an obligation under the Agreement, may not be waived unless the waiver is in writing and signed by the Party or Parties giving the waiver.

2.25.2 No written waiver of a provision of the Agreement made under section 2.25.1 shall be a waiver of any other provision, obligation, or subsequent default.

2.26 ASSIGNMENT

2.26.1 Unless otherwise agreed by the Parties, the rights and obligations set out in the Agreement may not be assigned, either in whole or in part, by any Party.

2.27 ENUREMENT

2.27.1 The Agreement shall enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

2.28 NOTICE

2.28.1 In part 2.28, "communication" includes a notice, document, request, approval, authorization, or consent.

2.28.2 Unless otherwise set out in the Agreement, a communication between or among the Parties under the Agreement must be:

(a) delivered personally or by courier;
(b) transmitted by fax; or
(c) mailed by prepaid registered post in Canada.

2.28.3 A communication will be considered to have been given, made, or delivered, and received:

(a) if delivered personally or by courier, at the start of business on the next business day after the business day on which it was received by the addressee or a responsible representative of the addressee;
(b) if transmitted by fax and the sender receives confirmation of the transmission, at the start of business on the next business day after the day on which it was transmitted; or
(c) if mailed by prepaid registered post in Canada, when the postal receipt is acknowledged by the addressee or a responsible representative of the addressee.

2.28.4 In addition to the provisions of section 2.28.2, the Parties may agree to give, make, or deliver a communication by means other than those provided in section 2.28.2.

2.28.5 If no other address for delivery of a particular communication has been provided by a Party, a communication will be delivered or mailed to the address, or transmitted to the fax number, of the intended recipient as set out below:

For: **Canada**
Attention: Minister of Indian Affairs and Northern Development
House of Commons
Room 707, Confederation Building
Ottawa, ON
K1A 0A6
Fax Number: (819) 953-4941

For: **Northwest Territories**
Attention: Minister of Aboriginal Affairs
Government of the Northwest Territories
Ministry of Aboriginal Affairs
P.O. Box 1320
Yellowknife, NT
X1A 2L9
Fax Number: (867) 873-0306

For: **Gwich'in Tribal Council**
Attention: President
P.O. Box 1509
Inuvik, NT
X0E 0T0
Fax Number: (867) 777-4538

For: **Inuvialuit Regional Corporation**
Attention: Chairperson
P.O. Box 2120
Inuvik, NT
X0E 0T0
Fax Number: (867) 777-2135

2.28.6 A Party may change its address or fax number by giving a notice of the change to the other Parties.

CHAPTER 3 CONSULTATION AND OBLIGATION TO NEGOTIATE

3.1 CONSULTATION

3.1.1 In the Agreement, consultation means:

(a) the provision, to the party to be consulted, of notice of a matter to be decided in sufficient form and detail to allow that party to prepare its views on the matter;
(b) in consultations between the Parties, if requested by a Party, provision of sufficient information in respect of the matter to permit the Party to prepare its views on the matter;
(c) the provision of a reasonable period of time in which the party to be consulted may prepare its views on the matter, and provision of an opportunity to present such views to the party obliged to consult; and
(d) full and fair consideration by the party obliged to consult of any views presented.

3.2 OBLIGATION TO NEGOTIATE

3.2.1 Whenever the Agreement sets out an obligation to negotiate with a view to reaching agreement (or an agreement) the parties having the obligation shall, in order to enhance the prospect of reaching agreement:

(a) at the request of a participating party, provide timely disclosure of sufficient information and documents to enable a full examination of the subject matter being negotiated;
(b) make every reasonable effort to appoint negotiating representatives with sufficient authority to reach agreement, or with ready access to such authority, and
(c) negotiate in good faith, and the duty of good faith shall be the same for all parties.

3.3 STATUS OF NEGOTIATED AGREEMENTS

3.3.1 Except as otherwise set out in the Agreement, an agreement reached as a result of negotiations required or permitted under the Agreement does not form part of the Agreement.

CHAPTER 4 GWICH'IN GOVERNMENT

4.1 GENERAL

4.1.1 The Gwich'in Government shall act on behalf of the Gwich'in through the Gwich'in Council.

4.1.2 Nothing in the Agreement shall be construed to obligate the Gwich'in Government to deliver programs and services to people other than Gwich'in.

4.1.3 The Gwich'in Government may make laws in relation to its internal operations.

4.1.4 In the event of a Conflict between a Gwich'in Law made under section 4.1.3 and a federal law or Territorial law, the Gwich'in Law shall prevail to the extent of the Conflict.

4.2 LEGAL STATUS AND CAPACITY

4.2.1 The Gwich'in Government shall be a separate and distinct legal entity, and shall have the legal capacity, rights, powers and privileges of a natural person.

4.3 STRUCTURE

4.3.1 The Gwich'in Council shall consist of councillors selected by a process provided for in the Gwich'in Constitution. The process for selecting councillors shall be democratic and shall be traditional.

4.3.2 The Gwich'in Council shall include at least one elected Gwich'in Community Councillor from each Gwich'in Community, selected pursuant to the Gwich'in Constitution.

4.4 CONSTITUTION

4.4.1 The Gwich'in shall have a Gwich'in Constitution.

4.4.2 Prior to the Initialling Date, the Gwich'in shall prepare and approve a Gwich'in Constitution.

4.4.3 The Gwich'in Constitution shall:

(a) provide for a process by which individuals may be determined to be Gwich'in for the purposes of the Agreement;
(b) provide for the structure of the Gwich'in Government;
(c) provide for the establishment and maintenance of relationships between the Gwich'in Government and Gwich'in land claims bodies;
(d) provide for the selection of one elected councillor of the Gwich'in Council to be a councillor of the Beaufort-Delta Regional Council;

(e) provide for the composition and membership of the Gwich'in Council, which shall include at least one elected Gwich'in Community Councillor from each Gwich'in Community;
(f) provide for the length of the term of office for a councillor of the Gwich'in Council, which shall not exceed five (5) years;
(g) provide for the powers and duties of the councillors of the Gwich'in Council;
(h) provide for the establishment of procedures for the Gwich'in Council and its members to carry out their respective powers and duties;
(i) provide for the protection of rights and freedoms for the Gwich'in and others to whom Gwich'in Laws apply, which shall not be less than the rights and freedoms set out in the *Canadian Charter of Rights and Freedoms*;
(j) provide persons affected by administrative decisions of the Gwich'in Government with a right to appeal or apply for administrative review of those decisions;[5]
(k) address any residency, age or other requirements which are to govern eligibility to vote for, run for, stand for and hold office in the Gwich'in Government;
(l) provide for the enactment of Gwich'in Laws;
(m) provide for the establishment of subordinate bodies and institutions including their respective powers, duties, composition and membership;
(n) provide for the procedures for the delegation of law making and other powers;
(o) provide a framework for a system of financial administration comparable to frameworks adopted by other governments in Canada with similar responsibilities;
(p) provide that the Gwich'in Government shall be financially accountable to the Gwich'in;
(q) provide for conflict of interest rules for the members of the Gwich'in Council which shall be comparable to rules adopted by other governments in Canada with similar responsibilities; and
(r) provide for the amendment of the Gwich'in Constitution.

4.4.4 The Gwich'in Constitution may provide for other matters.

4.5 REGISTRATION OF CONSTITUTION AND LAWS

4.5.1 The Gwich'in Government shall:

(a) maintain a public registry of the Gwich'in Constitution and any amendments thereto in English and, at the discretion of the Gwich'in Government, in Gwich'in; and
(b) provide Canada and the Government of the Northwest Territories with an English-language copy of the Gwich'in Constitution, and with an English-language copy of any amendment thereto as soon as practicable after the amendment is enacted.

4.5.2 The Gwich'in Government shall:

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[5] Further proposals for changes in the provisions regarding oversight of government decisions (provisions in chapters 4, 5, 6 and 18) will be considered by the Parties.

(a) maintain a public registry of Gwich'in Laws in English and, at the discretion of the Gwich'in Government, in Gwich'in; and
(b) provide Canada and the Government of the Northwest Territories with a copy of each Gwich'in Law as soon as practicable after that law is enacted.

4.5.3 A failure to comply with paragraph 4.5.1(b) or paragraph 4.5.2(b) shall not affect the validity of the Gwich'in Law or the Gwich'in Constitution or any amendment to the Gwich'in Constitution.

4.6 DELEGATION AND RECEPTION OF AUTHORITY

4.6.1 Unless otherwise provided in the Agreement, the Gwich'in Government may delegate any of its authority to make laws to:

(a) a Beaufort-Delta Community Government, with respect to Gwich'in resident within the boundaries of the Beaufort-Delta Community;
(b) the Beaufort-Delta Regional Government, with respect to Gwich'in resident within the Beaufort-Delta Region; or
(c) the Inuvialuit Government.

4.6.2 Any delegation by the Gwich'in Government of an authority to make laws shall be by written agreement, which shall include:

(a) a description of the authority being delegated;
(b) the duration of the delegation;
(c) the terms under which the delegation may be amended, renewed or terminated;
(d) the financial arrangements; and
(e) provision for periodic review.

4.6.3 An agreement made pursuant to section 4.6.2 shall only take effect when it is approved by a Gwich'in Law.

4.6.4 For greater certainty, the provisions that apply to the authority of the Gwich'in Government to make laws apply to the delegatee of the Gwich'in Government.

4.6.5 The Gwich'in Government may delegate powers, other than authority to make laws, to other Beaufort-Delta Governments, by written agreement

4.6.6 The Gwich'in Government may receive powers, including authority to make laws, by delegation in accordance with the Agreement from Canada, the Government of the Northwest Territories or the Inuvialuit Government, by written agreement.

4.6.7 The Gwich'in Government may receive powers, other than authority to make laws, by delegation from a Beaufort-Delta Public Government, by written agreement.

4.7 LIABILITY

4.7.1 Prior to the Initialling Date, the Parties agree to address the issue of the liability, immunity and indemnification of the Gwich'in Government, its employees, its boards, tribunals and other subordinate bodies, and its members and former members of the Gwich'in Council.

CHAPTER 5 INUVIALUIT GOVERNMENT

5.1 GENERAL

5.1.1 The Inuvialuit Government shall act on behalf of the Inuvialuit through the Inuvialuit Council.

5.1.2 Nothing in the Agreement shall be construed to obligate the Inuvialuit Government to deliver programs and services to people other than Inuvialuit.

5.1.3 The Inuvialuit Government may make laws in relation to its internal operations.

5.1.4 In the event of a Conflict between an Inuvialuit Law made under section 5.1.3 and a federal law or Territorial law, the Inuvialuit Law shall prevail to the extent of the Conflict.

5.2 LEGAL STATUS AND CAPACITY

5.2.1 The Inuvialuit Government shall be a separate and distinct legal entity, and shall have the legal capacity, rights, powers and privileges of a natural person.

5.3 STRUCTURE

5.3.1 The Inuvialuit Council shall consist of councillors selected by a process provided for in the Inuvialuit Constitution. The process for selecting councillors shall be democratic and shall be traditional.

5.3.2 The Inuvialuit Council shall include at least one elected Inuvialuit Community Councillor from each Inuvialuit Community selected pursuant to the Inuvialuit Constitution.

5.4 CONSTITUTION

5.4.1 The Inuvialuit shall have an Inuvialuit Constitution.

5.4.2 Prior to the Initialling Date, the Inuvialuit shall prepare and approve an Inuvialuit Constitution.

5.4.3 The Inuvialuit Constitution shall:

(a) provide for a process by which individuals may be determined to be Inuvialuit for the purposes of the Agreement;
(b) provide for the structure of the Inuvialuit Government;
(c) provide for the establishment and maintenance of relationships between the Inuvialuit Government and Inuvialuit land claims bodies;

(d) provide for the selection of one elected councillor of the Inuvialuit Council to be a councillor of the Beaufort-Delta Regional Council;
(e) provide for the composition and membership of the Inuvialuit Council, which shall include at least one elected Inuvialuit Community Councillor from each Inuvialuit Community;
(f) provide for the length of the term of office for a councillor of the Inuvialuit Council, which shall not exceed five (5) years;
(g) provide for the powers and duties of the councillors of the Inuvialuit Council;
(h) provide for the establishment of procedures for the Inuvialuit Council and its members to carry out their respective powers and duties;
(i) provide for the protection of rights and freedoms for the Inuvialuit and others to whom Inuvialuit Laws apply which shall not be less than the rights and freedoms set out in the *Canadian Charter of Rights and Freedoms*;
(j) provide persons affected by administrative decisions of the Inuvialuit Government with a right to appeal or apply for administrative review of those decisions;
(k) address any residency, age or other requirements which are to govern eligibility to vote for, run for, stand for and hold office in the Inuvialuit Government;
(l) provide for the enactment of Inuvialuit Laws;
(m) provide for the establishment of subordinate bodies and institutions including their respective powers, duties, composition and membership;
(n) provide for the procedures for the delegation of law making and other powers;
(o) provide a framework for a system of financial administration comparable to frameworks adopted by other governments in Canada with similar responsibilities;
(p) provide that the Inuvialuit Government shall be financially accountable to the Inuvialuit;
(q) provide for conflict of interest rules for the members of the Inuvialuit Council which shall be comparable to rules adopted by other governments in Canada with similar responsibilities; and
(r) provide for the amendment of the Inuvialuit Constitution.

5.4.4 The Inuvialuit Constitution may provide for other matters.

5.5 REGISTRATION OF CONSTITUTION AND LAWS

5.5.1 The Inuvialuit Government shall:

(a) maintain a public registry of the Inuvialuit Constitution and any amendments thereto in English and, at the discretion of the Inuvialuit Government, in Inuvialuktun; and
(b) provide Canada and the Government of the Northwest Territories with a copy of the Inuvialuit Constitution, and with a copy of any amendment thereto as soon as practicable after the amendment is enacted.

5.5.2 The Inuvialuit Government shall:

(a) maintain a public registry of Inuvialuit Laws in English and, at the discretion of the Inuvialuit Government, in Inuvialuktun; and
(b) provide Canada and the Government of the Northwest Territories with a copy of each Inuvialuit Law as soon as practicable after that law is enacted.

5.5.3 A failure to comply with paragraph 5.5.1(b) or paragraph 5.5.2(b) shall not affect the validity of the Inuvialuit Law or the Inuvialuit Constitution or any amendment to the Inuvialuit Constitution.

5.6 DELEGATION AND RECEPTION OF AUTHORITY

5.6.1 Unless otherwise provided in the Agreement, the Inuvialuit Government may delegate any of its authority to make laws to:

(a) a Beaufort-Delta Community Government, with respect to Inuvialuit resident within the boundaries of the Beaufort-Delta Community;
(b) the Beaufort-Delta Regional Government, with respect to Inuvialuit resident within the Beaufort-Delta Region; or
(c) the Gwich'in Government.

5.6.2 Any delegation by the Inuvialuit Government of an authority to make laws shall be by written agreement, which shall include:

(a) a description of the authority being delegated;
(b) the duration of the delegation;
(c) the terms under which the delegation may be amended, renewed or terminated;
(d) the financial arrangements; and
(e) provision for periodic review.

5.6.3 An agreement made pursuant to section 5.6.2 shall only take effect when it is approved by an Inuvialuit Law.

5.6.4 For greater certainty, the provisions that apply to the authority of the Inuvialuit Government to make laws apply to the delegatee of the Inuvialuit Government.

5.6.5 The Inuvialuit Government may delegate powers, other than authority to make laws, to other Beaufort-Delta Governments, by written agreement.

5.6.6 The Inuvialuit Government may receive powers, including authority to make laws, by delegation in accordance with the Agreement from Canada, the Government of the Northwest Territories or the Gwich'in Government, by written agreement.

5.6.7 The Inuvialuit Government may receive powers, other than authority to make laws, by delegation froma Beaufort-Delta Public Government, by written agreement.

5.7 LIABILITY

5.7.1 Prior to the Initialling Date, the Parties agree to address the issue of the liability, immunity and indemnification of the Inuvialuit Government, its employees, its boards, tribunals and other subordinate bodies, and its members and former members of the Inuvialuit Council.

CHAPTER 6 BEAUFORT-DELTA PUBLIC GOVERNMENTS

6.1 BEAUFORT-DELTA COMMUNITY GOVERNMENTS

General

6.1.1 As of the Effective Date, there shall be a Beaufort-Delta Community Government in each Beaufort-Delta Community which shall act through an elected community council.

6.1.2 A Beaufort-Delta Community Government:

(a) may exercise the jurisdictions, powers and privileges set out for a Beaufort-Delta Community Government in the Agreement; and
(b) shall carry out the duties and responsibilities set out for a Beaufort-Delta Community Government in the Agreement.

6.1.3 A Beaufort-Delta Community Government may make laws in relation to its internal operations.

6.1.4 A Beaufort-Delta Community Government may:

(a) borrow;
(b) make or guarantee loans;
(c) forgive debts;
(d) establish remuneration for members of the community council; or
(e) acquire or dispose of property;

only if authorized by a Community Law.

6.1.5 In the event of a Conflict between a Community Law made pursuant to section 6.1.3 and a federal law or Territorial law, the Community Law shall prevail to the extent of the Conflict.

Structure

6.1.6 In each Gwich'in Community other than Aklavik and Inuvik, the elected community council shall consist of:

(a) a Head Councillor;
(b) At-Large Councillors; and
(c) one or more Gwich'in Community Councillors.

6.1.7 In each Gwich'in Community other than Aklavik and Inuvik, the number of Gwich'in Community Councillors shall not exceed the number of At-Large Councillors.

6.1.8 In each Inuvialuit Community other than Aklavik and Inuvik, the elected community council shall consist of:

(a) a Head Councillor;
(b) At-Large Councillors; and
(c) one or more Inuvialuit Community Councillors.

6.1.9 In each Inuvialuit Community other than Aklavik and Inuvik, the number of Inuvialuit Community Councillors shall not exceed the number of At-Large Councillors.

6.1.10 In Aklavik and Inuvik, the elected community council shall consist of:

(a) a Head Councillor;
(b) At-Large Councillors;
(c) one or more Gwich'in Community Councillors; and
(d) one or more Inuvialuit Community Councillors.

6.1.11 In Aklavik and Inuvik, the number of Gwich'in Community Councillors shall not exceed one-half of the number of At-Large Councillors.

6.1.12 In Aklavik and Inuvik, the number of Inuvialuit Community Councillors shall not exceed one-half of the number of At-Large Councillors.

Elections

6.1.13 A Beaufort-Delta Community Government may make laws in relation to elections of the Beaufort-Delta Community Council provided that such laws:

(a) ensure the elections are fair and open;
(b) provide for voting that is conducted by secret ballot; and
(c) provide for reviews relating to process, conduct, and results of an election.

6.1.14 In the event of a Conflict between a Community Law made pursuant to section 6.1.13 and a federal law or Territorial law, the Community Law shall prevail to the extent of the Conflict.

6.1.15 A Community Law in relation to elections of the Beaufort-Delta Community Government, or an amendment thereto, shall not come into effect until the next regularly scheduled election following the enactment of the Community Law or amendment.

6.1.16 In a Gwich'in Community, every Community Eligible Voter and every Gwich'in Community Voter shall be entitled to cast the same number of votes for councillors other than the Head Councillor, in an election for the community council. The number of votes shall be equal to the number of the At-Large Councillors.

6.1.17 In an Inuvialuit Community, every Community Eligible Voter and every Inuvialuit Community Voter shall be entitled to cast the same number of votes for councillors, other than the Head Councillor, in an election for the community council. The number of votes shall be equal to the number of the At-Large Councillors.

6.1.18 A person may only stand for and hold one position on a community council at one time.

6.1.19 A Community Eligible Voter of a Beaufort-Delta Community may nominate, vote for, stand for and hold the position of:

(a) an At-Large Councillor; and
(b) the Head Councillor.

6.1.20 A Gwich'in Community Voter of a Gwich'in Community may nominate, vote for, stand for and hold the position of:

(a) an At-Large Councillor;
(b) a Gwich'in Community Councillor; and
(c) the Head Councillor.

6.1.21 At least one elected Gwich'in Community Councillor from each Gwich'in Community, as selected pursuant to the Gwich'in Constitution, shall be a member of the Gwich'in Council.

6.1.22 An Inuvialuit Community Voter of an Inuvialuit Community may nominate, vote for, stand for and hold the position of:

(a) an At-Large Councillor;
(b) an Inuvialuit Community Councillor; and
(c) the Head Councillor.

6.1.23 At least one elected Inuvialuit Community Councillor from each Inuvialuit Community, as selected pursuant to the Inuvialuit Constitution, shall be a member of the Inuvialuit Council.

6.1.24 Subject to section 6.1.25, elections, other than by-elections, for all councillors of a Beaufort-Delta Community Government shall occur at the same time.

6.1.25 The election for the Head Councillor of a Beaufort-Delta Community Government may occur independently of the election of the other councillors.

Legal Status and Capacity

6.1.26 A Beaufort-Delta Community Government shall be constituted a corporation and, for the purposes of carrying out its functions under the Agreement and any implementing legislation, shall have the legal capacity, rights, powers and privileges of a natural person except where otherwise provided in the Agreement.

Constitutions

6.1.27 Each Beaufort-Delta Community shall have a Community Constitution.

6.1.28 Prior to the Initialling Date, the Parties agree to encourage each Beaufort-Delta Community to develop a Community Constitution.

6.1.29 The Community Constitution shall:

(a) provide for the composition and membership of the community council, which shall be not less than 8 councillors and not more than 12 councillors, not including the Head Councillor, unless otherwise agreed to by the Parties;
(b) provide for the powers and duties of the councillors of the community council;
(c) provide for the establishment of procedures for the community council and its members to carry out their respective powers and duties;
(d) require that the community council be accountable to its constituents, and at a minimum, provide for the elections of the Head Councillor and other councillors at regular intervals not to exceed five (5) years;
(e) provide for a residency requirement which is to govern eligibility to nominate for, vote for, stand for and hold office in the Beaufort-Delta Community Government, not to exceed 24 months;
(f) provide for the enactment of Community Laws;
(g) provide for the establishment of subordinate bodies and institutions, including their respective powers, duties, composition and membership;
(h) provide for the procedures for the delegation of law making and other powers;
(i) provide persons affected by administrative decisions of the Beaufort-Delta Community Government with a right to appeal or apply for administrative review of those decisions;
(j) provide a framework for a system of financial administration comparable to frameworks adopted by other governments in Canada with similar responsibilities;
(k) provide that the Beaufort-Delta Community Government shall be financially accountable to its constituents;
(l) provide for conflict of interest rules for the members of the community council which shall be comparable to rules adopted by other governments in Canada with similar responsibilities; and
(m) provide for its own amendment.

6.1.30 In addition to any other matter, a Community Constitution may provide for:

(a) individuals who are 16 or 17 years old to be eligible to nominate for, vote for, stand for and hold office in the Beaufort-Delta Community Government; and

(b) other criteria for individuals to be eligible to nominate for, vote for, stand for and hold office in the Beaufort-Delta Community not more restrictive than eligibility criteria set out in Territorial laws relating to elections.

Approval of the Constitution

6.1.31 A Community Constitution shall be considered approved by the Beaufort-Delta Community if a majority of the voters in the Beaufort-Delta Community voting prior to the Signing Date approve the Community Constitution. In this section, "voter" has the same meaning as it has in the *Local Authorities Elections Act*.

6.1.32 If a Community Constitution is not approved pursuant to section 6.1.31, the standard Community Constitution attached as Schedule X to the Agreement shall be the Community Constitution of the Beaufort-Delta Community. Schedule X shall not form part of the Agreement.

Amendment of the Constitution

6.1.33 An amendment of a Community Constitution shall be approved by a majority of the Community Eligible Voters voting in that Beaufort-Delta Community.

6.1.34 Notwithstanding section 6.1.33, in a Gwich'in Community, an amendment of the number of Gwich'in Community Councillors on the community council shall only be approved by a majority of the Gwich'in Community Voters voting.

6.1.35 Notwithstanding section 6.1.33, in an Inuvialuit Community, an amendment of the number of Inuvialuit Community Councillors on the community council shall only be approved by a majority of the Inuvialuit Community Voters voting.

6.1.36 An amendment of a Community Constitution respecting elections or the membership or structure of the community council shall not come into effect until the next regularly scheduled election following approval of the amendment.

6.2 BEAUFORT-DELTA REGIONAL GOVERNMENT

General

6.2.1 As of the Effective Date, there shall be a Beaufort-Delta Regional Government which shall act through an elected regional council.

6.2.2 The Beaufort-Delta Regional Government:

(a) may exercise the jurisdictions, powers and privileges set out for the Beaufort-Delta Regional Government in the Agreement; and

(b) shall carry out the duties and responsibilities set out for the Beaufort-Delta Regional Government in the Agreement.

6.2.3 The Beaufort-Delta Regional Government may make laws in relation to its internal operations.

6.2.4 The Beaufort-Delta Regional Government may only:

(a) borrow;
(b) make or guarantee loans;
(c) forgive debts;
(d) establish remuneration for council members; or
(e) acquire or dispose of property;

if authorized by a Regional Law.

6.2.5 In the event of a Conflict between a Regional Law made pursuant to section 6.2.3 and a federal law or Territorial law, the Regional Law shall prevail to the extent of the Conflict.

Structure

6.2.6 The Beaufort-Delta Regional Council shall consist of:

(a) a Head Regional Councillor;
(b) the Head Councillors of the Beaufort-Delta Community Governments;
(c) one elected member of the Gwich'in Council as selected pursuant to the Gwich'in Constitution; and
(d) one elected member of the Inuvialuit Council as selected pursuant to the Inuvialuit Constitution.

6.2.7 A Councillor of the Beaufort-Delta Regional Council must be a Regional Eligible Voter.

Elections

6.2.8 The Territorial law that ratifies the Agreement shall provide for elections of the Beaufort-Delta Regional Government that are:

(a) fair and open;
(b) conducted by secret ballot; and
(c) subject to a review process in respect of their process, conduct, and results.

6.2.9 When a Regional Law in relation to elections of the Head Regional Councillor comes into effect, the Territorial law made pursuant to section 6.2.8 ceases to apply.

6.2.10 The Beaufort-Delta Regional Government may make laws in relation to elections of the Head Regional Councillor provided that such laws:

(a) ensure the elections are fair and open;
(b) provide for voting that is conducted by secret ballot; and
(c) provide for reviews relating to process, conduct, and results of an election.

6.2.11 In the event of a Conflict between a Regional Law made pursuant to section 6.2.10 and a federal law or Territorial law, the Regional Law shall prevail to the extent of the Conflict.

6.2.12 A Regional Law in relation to elections of the Head Regional Councillor, or an amendment thereto, shall not come into effect until the next regularly scheduled election following the enactment of the Regional Law or amendment.

6.2.13 A Regional Eligible Voter may vote, nominate and stand for the Head Regional Councillor of the Beaufort-Delta Regional Council.

Legal Status and Capacity

6.2.14 The Beaufort-Delta Regional Government shall be constituted a corporation and, for the purposes of carrying out its functions under the Agreement and any implementing legislation, shall have the legal capacity, rights, powers and privileges of a natural person except where otherwise provided in the Agreement.

Constitution

6.2.15 The Beaufort-Delta Region shall have a Regional Constitution.

6.2.16 The Regional Constitution shall be considered to be approved if, prior to the Initialling Date, a majority of the Beaufort-Delta Leadership approves the Regional Constitution provided the majority includes:

(a) one-half of the mayors of the Beaufort-Delta Communities;
(b) one-half of the Gwich'in leaders who represent both the Gwich'in Band Council and the community DGO in each of the Gwich'in Communities; and
(c) one-half of the Chairpersons of the Inuvialuit Community Corporations.

6.2.17 If the Regional Constitution is not approved pursuant to section 6.2.16, the Parties shall draft the Regional Constitution prior to the Signing Date and attach it as Schedule X to the Agreement, and Schedule X shall be the Regional Constitution. Schedule X shall not form part of the Agreement.

6.2.18 The Regional Constitution shall:

(a) provide for the powers and duties of the members of the Beaufort-Delta Regional Council;
(b) provide for the establishment of procedures for the Beaufort-Delta Regional Council and its members to carry out their respective powers and duties;

(c) require that the Beaufort-Delta Regional Council be accountable to its constituents, and at a minimum, provide for the election of the Head Regional Councillor at regular intervals not to exceed five (5) years;
(d) provide for a residency requirement which is to govern eligibility to nominate for, vote for, stand for and hold the office of Head Regional Councillor, not to exceed 24 months;
(e) provide for the enactment of Regional Laws;
(f) provide for the establishment of subordinate bodies and institutions, including their respective powers, duties, composition and membership;
(g) provide for the procedures for the delegation of law making and other powers;
(h) provide persons affected by administrative decisions of the Beaufort-Delta Regional Government with a right to appeal or apply for administrative review of those decisions;
(i) provide a framework for a system of financial administration comparable to frameworks adopted by other governments in Canada with similar responsibilities;
(j) provide that the Beaufort-Delta Regional Government shall be financially accountable to its constituents;
(k) provide for conflict of interest rules for the members of the Beaufort-Delta Regional Council which shall be comparable to rules adopted by other governments in Canada with similar responsibilities; and
(l) provide for its own amendment.

6.2.19 In addition to any other matter, the Regional Constitution may provide for:

(a) persons who are 16 or 17 years old to be eligible to nominate for, vote for, stand for and hold the office of Head Regional Councillor; and
(b) other criteria for persons to be eligible to nominate for, vote for, stand for and hold the office of Head Regional Councillor not more restrictive than eligibility criteria set out in Territorial laws relating to elections.

6.3 REGISTRATION OF CONSTITUTIONS AND LAWS

6.3.1 Each Beaufort-Delta Public Government shall:

(a) maintain a public registry of its constitution and any amendments thereto in English and, at the discretion of the Beaufort-Delta Public Government, in Gwich'in, Inuvialuktun or both; and
(b) provide Canada and the Government of the Northwest Territories with a copy of its constitution, and with a copy of any amendment thereto as soon as practicable after the amendment is enacted.

6.3.2 Each Beaufort-Delta Public Government shall:

(a) maintain a public registry of its laws in English and, at the discretion of the Beaufort-Delta Public Government, in Gwich'in, Inuvialuktun or both; and

(b) provide Canada and the Government of the Northwest Territories with a copy of each law as soon as practicable after that law is enacted.

6.3.3 A failure to comply with paragraph 6.3.1(b) or paragraph 6.3.2(b) shall not affect the validity of the law or the constitution or any amendment to the constitution.

6.4 DELEGATION AND RECEPTION OF AUTHORITY

6.4.1 Unless otherwise provided in the Agreement, a Beaufort-Delta Community Government may delegate its authority to make laws to:

(a) the Beaufort-Delta Regional Government; or
(b) another Beaufort-Delta Community Government.

6.4.2 Unless otherwise provided in the Agreement, the Beaufort-Delta Regional Government may delegate its authority to make laws to a Beaufort-Delta Community Government.

6.4.3 Any delegation by a Beaufort-Delta Public Government of an authority to make laws shall be by written agreement, which shall include:

(a) a description of the authority being delegated;
(b) the duration of the delegation;
(c) the terms under which the delegation may be amended, renewed or terminated;
(d) the financial arrangements; and
(e) provision for periodic review.

6.4.4 An agreement made pursuant to section 6.4.3 shall only take effect when it is approved by a law of the Beaufort-Delta Public Government.

6.4.5 For greater certainty, the provisions that apply to the authority of a Beaufort-Delta Public Government to make laws apply to the delegatee of the Beaufort-Delta Public Government.

6.4.6 A Beaufort-Delta Public Government may receive powers, including authority to make laws, by delegation in accordance with the Agreement from Canada, the Government of the Northwest Territories, the Gwich'in Government or the Inuvialuit Government, by written agreement.

6.4.7 A Beaufort-Delta Public Government may receive powers, other than authority to make laws, by delegation from other Beaufort-Delta Governments.

6.4.8 For greater certainty, nothing in part 6.4 shall be construed to prevent a Beaufort-Delta Public Government from delegating powers, other than authority to make laws, to the Gwich'in Government or the Inuvialuit Government.

6.5 LIABILITY

6.5.1 Prior to the Initialling Date, the Parties agree to address the issue of the liability, immunity and indemnification of the Beaufort-Delta Public Governments, their employees, boards, tribunals and other subordinate bodies, and council members and former council members.

CHAPTER 7 CULTURE AND LANGUAGE

7.1 GWICH'IN JURISDICTION

7.1.1 The Gwich'in Government may make laws in relation to the Gwich'in culture and Gwich'in language applicable to Gwich'in within the Gwich'in Settlement Area and for greater certainty, the Gwich'in Government may make laws in relation to the official language of the Gwich'in.

7.1.2 The Gwich'in Government may not make laws in relation to the official languages of the Beaufort-Delta Public Governments.

7.1.3 In the event of a Conflict between a Gwich'in Law made pursuant to section 7.1.1 and a federal law or Territorial law, the Gwich'in Law shall prevail to the extent of the Conflict.

7.1.4 The Gwich'in Government may provide programs and services in relation to Gwich'in culture and the Gwich'in language to Gwich'in residing outside of the Gwich'in Settlement Area.

7.2 INUVIALUIT JURISDICTION

7.2.1 The Inuvialuit Government may make laws in relation to the Inuvialuit culture and Inuvialuktun applicable to Inuvialuit within the Western Arctic Region and for greater certainty, the Inuvialuit Government may make laws in relation to the official language of the Inuvialuit.

7.2.2 The Inuvialuit Government may not make laws in relation to the official languages of the Beaufort-Delta Public Governments.

7.2.3 In the event of a Conflict between an Inuvialuit Law made pursuant to section 7.2.1 and a federal law or Territorial law, the Inuvialuit Law shall prevail to the extent of the Conflict.

7.2.4 The Inuvialuit Government may provide programs and services in relation to Inuvialuit culture and Inuvialuktun to Inuvialuit residing outside of the Western Arctic Region.

CHAPTER 8 CHILD AND FAMILY SERVICES AND ADOPTION

8.1 CHILD AND FAMILY SERVICES

Jurisdiction

8.1.1 The Beaufort-Delta Regional Government may make laws in relation to the provision of Child and Family Services within the Beaufort-Delta Region, provided that such laws:

(a) include standards for the protection of Children; and
(b) include standards applying the principle of acting in the best interests of the Child.

8.1.2 The authority of the Beaufort-Delta Regional Government to make laws pursuant to section 8.1.1 does not include the authority to enter into inter-provincial, inter-territorial, national or international agreements regarding the protection of Children.

8.1.3 In the event of a Conflict between a Regional Law made pursuant to section 8.1.1 and a federal law or Territorial law, the Regional Law shall prevail to the extent of the Conflict.

8.1.4 The authority of the Beaufort-Delta Regional Government to make laws pursuant to section 8.1.1 may not be delegated to any Beaufort-Delta Community Government.

8.1.5 The Government of the Northwest Territories shall develop, and may amend from time to time, Territorial core principles and objectives for the protection of Children.

8.1.6 The Territorial core principles and objectives for the protection of Children shall apply the principle of acting in the best interests of the Child.

8.1.7 Standards established by the Beaufort-Delta Regional Government for the protection of Children shall be compatible with the Territorial core principles and objectives for the protection of Children.

8.1.8 For greater certainty, standards referred to in section 8.1.7 include standards set out in law and those not set out in law.

Administration

8.1.9 Where the Beaufort-Delta Regional Government is responsible for Child and Family Services in the Beaufort-Delta Region, the Beaufort-Delta Regional Government and the Government of the Northwest Territories shall negotiate with a view to reaching agreements relating to delivery and administration of Child and Family Services.

8.1.10 Agreements reached pursuant to section 8.1.9:

(a) shall provide for the development of protocols for the protection of Children from abuse and harm and the threat of abuse and harm; and

(b) may address:

  (i) co-operating on an inter-jurisdictional basis for the transfer of Children and the use of facilities both inside and outside of the Beaufort-Delta Region;
  (ii) information sharing between various governments or agencies that deliver and administer Child and Family Services;
  (iii) reporting and monitoring between various governments or agencies that deliver and administer Child and Family Services; and
  (iv) other matters.

8.1.11 Protocols developed pursuant to paragraph 8.1.10(a) shall include protocols for the Government of the Northwest Territories to notify the Beaufort-Delta Regional Government where the Government of the Northwest Territories receives information that a Child in the Beaufort-Delta Region may be at risk.

8.1.12 For greater certainty, section 8.1.11 does not impose an obligation or give rise to a duty of care for the Government of the Northwest Territories to monitor the delivery of Child and Family Services by the Beaufort-Delta Regional Government.

Consultation

8.1.13 The Government of the Northwest Territories shall consult with the Beaufort-Delta Regional Government when developing or amending the Territorial core principles and objectives for the protection of Children pursuant to section 8.1.5.

8.1.14 The Government of the Northwest Territories may consult with the Beaufort-Delta Regional Government prior to entering into negotiations for agreements referred to in section 8.1.2.

8.2 ADOPTION

Gwich'in Jurisdiction

8.2.1 The Gwich'in Government may make laws in relation to adoption of Gwich'in Children in the Northwest Territories provided that such laws include:

(a) standards for adoption which apply the principle of acting in the best interests of the Child;
(b) the requirement for consent of the person who has lawful custody of the Child to the adoption of the Child; and
(c) the right of the Parents of the Child to express a preference for the adoptive parents.

8.2.2 Gwich'in Law applies to the adoption of a Gwich'in Child if the person who has lawful custody of the Child consents to the application of Gwich'in Law.

8.2.3 A Gwich'in Law made pursuant to section 8.2.1 may provide that a court may dispense with the consent required by paragraph 8.2.1(b) if the court determines that to dispense with that consent would be in the best interests of the Child.

8.2.4 The authority of the Gwich'in Government to make laws pursuant to section 8.2.1 does not include the authority to enter into inter-provincial, inter-territorial, national or international agreements regarding the adoption of Children.

8.2.5 In the event of a Conflict between a Gwich'in Law made pursuant to section 8.2.1 and a federal law, Territorial law or Regional Law, the Gwich'in Law shall prevail to the extent of the Conflict.

Inuvialuit Jurisdiction

8.2.6 The Inuvialuit Government may make laws in relation to adoption of Inuvialuit Children in the Northwest Territories provided that such laws include:

(a) standards for adoption which apply the principle of acting in the best interests of the Child;
(b) the requirement for consent of the person who has lawful custody of the Child to the adoption of the Child; and
(c) the right of the Parents of the Child to express a preference for the adoptive parents.

8.2.7 Inuvialuit Law applies to the adoption of an Inuvialuit Child if the person having lawful custody of the Child consents to the application of Inuvialuit Law.

8.2.8 An Inuvialuit Law made pursuant to section 8.2.6 may provide that a court may dispense with the consent required by paragraph 8.2.6(b) if the court determines that to dispense with that consent would be in the best interests of the Child.

8.2.9 The authority of the Inuvialuit Government to make laws pursuant to section 8.2.6 does not include the authority to enter into inter-provincial, inter-territorial, national or international agreements regarding the adoption of Children.

8.2.10 In the event of a Conflict between an Inuvialuit Law made pursuant to section 8.2.6 and a federal, Territorial or Regional Law, the Inuvialuit Law shall prevail to the extent of the Conflict.

Beaufort-Delta Regional Government Jurisdiction

8.2.11 The Beaufort-Delta Regional Government may make laws in relation to adoption of Children in the Beaufort-Delta Region provided that such laws include:

(a) standards for adoption which apply the principle of acting in the best interests of the Child;
(b) the requirement for consent of the person who has lawful custody of the Child to the adoption of the Child; and

(c) the right of the Parents of the Child to express a preference for the adoptive parents.

8.2.12 A Regional Law made pursuant to section 8.2.11 may provide that a court may dispense with the consent required by paragraph 8.2.11(b) if the court determines that to dispense with that consent would be in the best interests of the Child.

8.2.13 The authority of the Beaufort-Delta Regional Government to make laws pursuant to section 8.2.11 does not include the authority to enter into inter-provincial, inter-territorial, national or international agreements regarding the adoption of Children.

8.2.14 In the event of a Conflict between a Regional Law made pursuant to section 8.2.11 and a federal law or Territorial law, the Regional Law shall prevail to the extent of the Conflict.

8.2.15 The authority to make laws of the Beaufort-Delta Regional Government in section 8.2.11 may not be delegated to a Beaufort-Delta Community Government.

8.2.16 The Government of the Northwest Territories shall develop, and may amend from time to time, Territorial core principles and objectives for adoption.

8.2.17 Standards established by the Beaufort-Delta Regional Government for adoptions shall be compatible with the Territorial core principles and objectives for adoptions.

8.2.18 For greater certainty, standards referred to in section 8.2.17 include standards set out in law and those not set out in law.

Administration

8.2.19 The Gwich'in Government shall provide the Government of the Northwest Territories and Canada with copies of records of all adoptions occurring under a Gwich'in Law.

8.2.20 The Inuvialuit Government shall provide the Government of the Northwest Territories and Canada with copies of records of all adoptions occurring under an Inuvialuit Law.

8.2.21 The Beaufort-Delta Regional Government shall provide the Government of the Northwest Territories and Canada with copies of records of all adoptions occurring under a Regional Law.

8.2.22 Any of the Gwich'in Government, the Inuvialuit Government, the Beaufort-Delta Regional Government and the Government of the Northwest Territories may negotiate agreements relating to the delivery and administration of adoption services.

Consultation

8.2.23 The Government of the Northwest Territories shall consult with the Beaufort-Delta Regional Government when developing or amending the Territorial core principles and objectives for adoption pursuant to section 8.2.16.

8.2.24 The Government of the Northwest Territories may consult with the Gwich'in Government, the Inuvialuit Government and the Beaufort-Delta Regional Government prior to entering into negotiations for agreements pursuant to sections 8.2.4, 8.2.9 and 8.2.13.

8.3 COURT PROCEEDINGS

8.3.1 The provisions of this chapter shall not affect the role of the Supreme Court of the Northwest Territories as *parens patriae*.

8.3.2 (a) Where the protection of a Gwich'in Child is in dispute, the Gwich'in Government shall on proper application have standing in any judicial proceedings and the court shall consider any evidence and representations in respect of Gwich'in Laws and customs in addition to any other matters which it is required by law to consider.
(b) Where the protection of an Inuvialuit Child in dispute, the Inuvialuit Government shall on proper application have standing in any judicial proceedings and the court shall consider any evidence and representations in respect of Inuvialuit Laws and customs in addition to any other matters which it is required by law to consider.

8.3.3 The participation of the Gwich'in Government or Inuvialuit Government in proceedings referred to in section 8.3.2 will be in accordance with the applicable rules of court and shall not affect the court's ability to control its process.

8.3.4 A person adopting a Child pursuant to laws made pursuant to section 8.2.1, 8.2.6 or 8.2.11 may make an application to the Supreme Court of the Northwest Territories to certify the adoption by way of an order of the court, and upon proper application the Supreme Court of the Northwest Territories shall so certify the adoption.

CHAPTER 9 SOCIAL SERVICES

9.1 AUTHORITY

9.1.1 At the request of the Beaufort-Delta Regional Government, the Government of the Northwest Territories and the Beaufort-Delta Regional Government shall negotiate with a view to reaching agreements that will transfer the Social Services Program resources of the Government of the Northwest Territories, for the Beaufort-Delta Region, to the Beaufort-Delta Regional Government.

9.1.2 Agreements reached pursuant to section 9.1.1 shall provide the Beaufort-Delta Regional Government:

(a) with the responsibility for Social Services Programs in the Beaufort-Delta Region; and
(b) with the authority to integrate Social Services Programs with other programs and services.

9.1.3 Agreements reached pursuant to section 9.1.1 shall provide for:

(a) access for residents of the Beaufort-Delta Region to Territorial facilities providing Social Services Programs outside the Beaufort-Delta Region; and
(b) access for other Northwest Territories residents to Beaufort-Delta Regional Government facilities providing Social Services Programs in the Beaufort-Delta Region.

CHAPTER 10 EARLY CHILDHOOD EDUCATION

10.1 JURISDICTION

10.1.1 A Beaufort-Delta Community Government may make laws within its community in relation to:

(a) early childhood care and education for Pre-School Children including pre-school curriculum framework;
(b) the licensing and regulation of facilities providing care and education for Pre-School Children; and
(c) the certification of early childhood educators and care-givers.

10.1.2 In the event of a Conflict between a Community Law made pursuant to section 10.1.1 and a Territorial law, the Community Law shall prevail to the extent of the Conflict.

10.1.3 Notwithstanding section 10.1.2, in the event of a Conflict between a Community Law in relation to:

(a) pre-school curriculum framework;
(b) early childhood educator certification; or
(c) early childhood care-giver certification;

and a Territorial law, the Territorial law shall prevail to the extent of the Conflict.

10.1.4 A Community Law made pursuant to section 10.1.1 shall be consistent with Territorial standards for the health and safety of children receiving early childhood education or care.

10.2 CONSULTATION

10.2.1 The Government of the Northwest Territories shall consult with Beaufort-Delta Community Governments when developing or amending Territorial standards for the health and safety of children receiving early childhood care or early childhood education.

10.2.2 A Beaufort-Delta Community Government shall consult with the Government of the Northwest Territories when developing laws pursuant to section 10.1.1.

10.2.3 Where a Beaufort-Delta Community Government has made a law in relation to:

(a) pre-school curriculum framework;
(b) early childhood educator certification; or
(c) early childhood care-giver certification;

the Government of the Northwest Territories shall consult with that Beaufort-Delta Community Government when developing or amending a Territorial law in relation to that matter.

CHAPTER 11 KINDERGARTEN TO GRADE 12 EDUCATION

11.1 BEAUFORT-DELTA REGIONAL JURISDICTION

11.1.1 The Beaufort-Delta Regional Government may make laws in relation to kindergarten to grade 12 education of Beaufort-Delta Students within the Beaufort-Delta Region provided that it makes provisions to delegate to each Beaufort-Delta Community Government authority to make laws in relation to kindergarten to grade 12 education which will permit the Beaufort-Delta Community Government to do what local education authorities may do pursuant to the *Education Act (1995)*.

11.1.2 The authority of a Beaufort-Delta Regional Government to make laws in section 11.1.1 does not include:

(a) development of the Curriculum Framework;
(b) setting of requirements for grade 12 graduation; or
(c) setting of examinations that permit the transfer of students between school systems at a similar level of achievement.

11.1.3 In the event of a Conflict between a Regional Law made pursuant to section 11.1.1 and a federal law or Territorial law, the Regional Law shall prevail to the extent of the Conflict.

11.1.4 Notwithstanding section 11.1.3, in the event of a Conflict between a Regional Law in relation to teacher certification standards and a Territorial law in relation to teacher certification standards, the Territorial law shall prevail to the extent of the Conflict.

11.2 BEAUFORT-DELTA COMMUNITY JURISDICTION

11.2.1 At the request of a Beaufort-Delta Community Government, the Beaufort-Delta Regional Government and the Beaufort-Delta Community Government shall negotiate with a view to reaching an agreement for the delegation of authority, which may include law making authority, in relation to kindergarten to grade 12 education.

11.2.2 Prior to the Initialling Date, the Parties shall review the approach to identifying which level of Beaufort-Delta Public Government shall have the authority to make laws in relation to kindergarten to grade 12 education, including whether the Agreement should identify areas where community or regional governments should or should not make laws.

11.3 EQUITABLE ACCESS TO EDUCATION

11.3.1 Beaufort-Delta Public Governments shall ensure that all Beaufort-Delta Students have equitable access to education in regular instructional settings in their communities through the provision of the necessary support services, subject to exemptions for program, medical or behaviour reasons as determined by the Beaufort-Delta Public Governments in consultation with the Government of the Northwest Territories.

11.4 AGREEMENTS

11.4.1 The Beaufort-Delta Regional Government and the Government of the Northwest Territories may enter into agreements respecting teacher certification and methods of evaluating, monitoring and reporting on education in the Beaufort-Delta Region.

11.4.2 Where the Beaufort-Delta Regional Government has assumed responsibility for maintaining enrolment and student records, the Beaufort-Delta Regional Government and the Government of the Northwest Territories shall negotiate with a view to reaching an agreement respecting information sharing on enrolment and student records.

11.4.3 The Government of the Northwest Territories retains the authority to represent the Northwest Territories in discussions with other territories, provinces or Canada on kindergarten to grade 12 education, and may enter into agreements with other territories, provinces or Canada on kindergarten to grade 12 education.

11.4.4 The Beaufort-Delta Regional Government may enter into agreements with a territory, province, or Canada for the delivery of kindergarten to grade 12 education within the Beaufort-Delta Region, or for Beaufort-Delta Students receiving kindergarten to grade 12 education outside of the Beaufort-Delta Region.

11.4.5 Agreements reached pursuant to section 11.4.3 shall not affect the authority of the Beaufort-Delta Regional Government to make laws pursuant to section 11.1.1 or the authority of a Beaufort-Delta Community Government to make laws pursuant to section 11.2.1.

11.4.6 Where the Beaufort-Delta Regional Government has assumed responsibility for setting the Curriculum Resources and the Curriculum Programs, agreements reached pursuant to section 11.4.3 on the Curriculum Resources or Curriculum Programs are not binding on the Beaufort-Delta Regional Government.

11.5 CONSULTATION

11.5.1 The Government of the Northwest Territories and the Beaufort-Delta Regional Government shall, on a periodic basis, consult with each other on regional, Territorial and national trends, developments and initiatives with respect to kindergarten to grade 12 education.

11.5.2 The consultations referred to in section 11.5.1 shall include consultations on:

(a) Curriculum Framework;
(b) Curriculum Resources;
(c) Curriculum Programs;
(d) teacher certification standards; and

(e) the formulation of positions the Government of the Northwest Territories may take in discussions with other territories, provinces or Canada on kindergarten to grade 12 education.

11.5.3 The Government of the Northwest Territories may consult with the Beaufort-Delta Regional Government prior to entering into agreements with other territories, provinces or Canada in relation to kindergarten to grade 12 education.

CHAPTER 12 OUT OF SCHOOL CARE

12.1 DEFINITIONS

12.1.1 In this chapter:

"**Child**" means an individual who resides in the Beaufort-Delta Region and, at the beginning of the school year, has attained the age of 5 years and is not older than 12 years.

12.2 JURISDICTION

12.2.1 A Beaufort-Delta Community Government may make laws within its Community in relation to:

(a) the licensing and regulation of facilities providing out of school care of Children; and
(b) the certification of out of school care-givers.

12.2.2 The authority of a Beaufort-Delta Community Government to make laws pursuant to section 12.2.1 does not include a jurisdiction or authority in relation to Kindergarten to Grade 12 education.

12.2.3 In the event of a Conflict between a Community Law made pursuant to section 12.2.1 and a Territorial law, the Community Law shall prevail to the extent of the Conflict.

12.2.4 Notwithstanding section 12.2.3, in the event of a Conflict between a Community Law in relation to standards for certification of out of school care-givers, and a Territorial law in relation to standards for certification of out of school care-givers, the Territorial law shall prevail to the extent of the Conflict.

12.2.5 Community Laws made pursuant to section 12.2.1 shall be consistent with Territorial standards for the health and safety of Children receiving out of school care.

12.3 CONSULTATION

12.3.1 The Government of the Northwest Territories shall consult with the Beaufort-Delta Community Governments when developing or amending Territorial standards for the health and safety of Children receiving out of school care.

12.3.2 A Beaufort-Delta Community Government shall consult with the Government of the Northwest Territories when developing laws pursuant to section 12.2.1.

12.3.3 Where a Beaufort-Delta Community Government has made a law in relation to standards for certification of out of school care-givers, the Government of the Northwest Territories shall consult with that Beaufort-Delta Community Government when developing or amending a Territorial law in relation to such standards.

CHAPTER 13 POST SECONDARY EDUCATION

13.1 GWICH'IN JURISDICTION

13.1.1 The Gwich'in Government may make laws in relation to the establishment by the Gwich'in Government of private post secondary educational institutions in the Gwich'in Settlement Area.

13.1.2 In the event of a Conflict between a Gwich'in Law made pursuant to section 13.1.1 and a federal law or Territorial law, the Gwich'in Law shall prevail to the extent of the Conflict.

13.2 INUVIALUIT JURISDICTION

13.2.1 The Inuvialuit Government may make laws in relation to the establishment by the Inuvialuit Government of private post secondary educational institutions in the Western Arctic Region.

13.2.2 In the event of a Conflict between an Inuvialuit Law made pursuant to section 13.2.1 and a federal law or Territorial law, the Inuvialuit Law shall prevail to the extent of the Conflict.

13.3 LIMITATIONS

13.3.1 For greater certainty, any post secondary educational institutions established pursuant to section 13.1.1 or section 13.2.1 are subject to Territorial laws that apply to private post secondary educational institutions in the Northwest Territories.

13.3.2 The authority to make iaws pursuant to section 13.1.1 or section 13.2.1 does not include:

(a) the authority to make laws restricting the establishment of post secondary educational institutions in the Beaufort-Delta Region; or
(b) the authority to make laws certifying, licensing or regulating occupations, trades, professionals, or professional organizations and societies.

13.4 CONSULTATION

13.4.1 The Government of the Northwest Territories shall consult with the Gwich'in Government and the Inuvialuit Government when developing any Territorial law referred to in section 13.3.1.

CHAPTER 14 STUDENT SUPPORT SERVICES

14.1 GWICH'IN GOVERNMENT

Jurisdiction

14.1.1 The Gwich'in Government may make laws in relation to Student Support Services for Gwich'in.

14.1.2 In the event of a Conflict between a Gwich'in Law made pursuant to section 14.1.1 and a federal law or Territorial law, the Gwich'in Law shall prevail to the extent of the Conflict.

Intergovernmental agreements

14.1.3 Where the Gwich'in Government is delivering Student Support Services:

(a) (i) the Government of the Northwest Territories and the Gwich'in Government shall negotiate with a view to reaching an agreement on the exchange of information and
  (ii) Canada and the Gwich'in Government shall negotiate with a view to reaching an agreement on the exchange of information; or
(b) Canada, the Government of the Northwest Territories and the Gwich'in Government shall negotiate with a view to reaching an agreement on the exchange of information.

14.1.4 Where the Gwich'in Government is delivering Student Support Services:

(a) (i) the Government of the Northwest Territories and the Gwich'in Government may enter into an agreement for the harmonization and coordination of Gwich'in and Territorial Student Support Services and
  (ii) Canada and the Gwich'in Government may enter into an agreement for the harmonization and coordination of Gwich'in and federal Student Support Services; or
(b) Canada, the Government of the Northwest Territories and the Gwich'in Government may enter into an agreement for the harmonization and coordination of Student Support Services for Gwich'in.

14.2 INUVIALUIT GOVERNMENT

Jurisdiction

14.2.1 The Inuvialuit Government may make laws in relation to Student Support Services for Inuvialuit.

14.2.2 In the event of a Conflict between an Inuvialuit Law made pursuant to section 14.2.1 and a federal law or Territorial law, the Inuvialuit Law shall prevail to the extent of the Conflict.

Intergovernmental agreements

14.2.3 Where the Inuvialuit Government is delivering Student Support Services:

- (a) (i) the Government of the Northwest Territories and the Inuvialuit Government shall negotiate with a view to reaching an agreement on the exchange of information and
  - (ii) Canada and the Inuvialuit Government shall negotiate with a view to reaching an agreement on the exchange of information; or
- (b) Canada, the Government of the Northwest Territories and the Inuvialuit Government shall negotiate with a view to reaching an agreement on the exchange of information.

14.2.4 Where the Inuvialuit Government is delivering Student Support Services:

- (a) (i) the Government of the Northwest Territories and the Inuvialuit Government may enter into an agreement for the harmonization and coordination of Inuvialuit and Territorial Student Support Services and
  - (ii) Canada and the Inuvialuit Government may enter into an agreement for the harmonization and coordination of Inuvialuit and federal Student Support Services; or
- (b) Canada, the Government of the Northwest Territories and the Inuvialuit Government may enter into an agreement for the harmonization and coordination of Student Support Services for Inuvialuit.

CHAPTER 15 TRAINING

15.1 GWICH'IN GOVERNMENT AUTHORITY

15.1.1 At the request of the Gwich'in Government, Canada and the Gwich'in Government shall negotiate with a view to reaching an agreement or agreements for the Gwich'in Government to deliver federal programs and services to eligible Gwich'in that are intended to:

(a) improve the employability or skill level of the labour force and persons destined for the labour force; and
(b) create new employment or work experience opportunities.

15.1.2 The Government of the Northwest Territories and the Gwich'in Government may enter into agreements for the Gwich'in Government to deliver Territorial programs and services to eligible Gwich'in that are intended to:

(a) improve the employability or skill level of the labour force and persons destined for the labour force; and
(b) create new employment or work experience opportunities.

15.1.3 Canada, the Government of the Northwest Territories and the Gwich'in Government may enter into tri-lateral agreements for the Gwich'in Government to deliver the programs and services referred to in sections 15.1.1 and 15.1.2 to eligible Gwich'in.

15.2 INUVIALUIT GOVERNMENT AUTHORITY

15.2.1 At the request of the Inuvialuit Government, Canada and the Inuvialuit Government shall negotiate with a view to reaching an agreement or agreements for the Inuvialuit Government to deliver federal programs and services to eligible Inuvialuit that are intended to:

(a) improve the employability or skill level of the labour force and persons destined for the labour force; and
(b) create new employment or work experience opportunities.

15.2.2 The Government of the Northwest Territories and the Inuvialuit Government may enter into agreements for the Inuvialuit Government to deliver Territorial programs and services to eligible Inuvialuit that are intended to:

(a) improve the employability or skill level of the labour force and persons destined for the labour force; and
(b) create new employment or work experience opportunities.

15.2.3 Canada, the Government of the Northwest Territories and the Inuvialuit Government may negotiate tri-lateral agreements for the Inuvialuit Government to deliver the programs and services referred to in sections 15.2.1 and 15.2.2 to eligible Inuvialuit.

15.3 BEAUFORT-DELTA PUBLIC GOVERNMENTS AUTHORITY

15.3.1 The Government of the Northwest Territories and a Beaufort-Delta Public Government may enter into agreements for that Beaufort-Delta Public Government to deliver Territorial programs and services that are intended to:

(a) improve the employability or skill level of the labour force and persons destined for the labour force; and
(b) create new employment or work experience opportunities.

15.4 GENERAL

15.4.1 Nothing in this chapter shall be construed to include any authority in relation to post-secondary education.

15.4.2 The Government of the Northwest Territories, the Gwich'in Government, the Inuvialuit Government and a Beaufort-Delta Public Government may negotiate agreements to deliver programs and services referred to in sections 15.1.2, 15.2.2 and 15.3.1.

CHAPTER 16 HEALTH

16.1 DEFINITIONS

16.1.1 In this chapter:

"**Client**" means any Canadian citizen or permanent resident of Canada who requires access to health care programs and services.

"**Minister**" means the Territorial Minister responsible for health care programs and services.

16.2 GWICH'IN GOVERNMENT

Jurisdiction

16.2.1 The Gwich'in Government may make laws in relation to the authorization or licensing of persons who may practise as Gwich'in Healers within the Beaufort-Delta Region.

16.2.2 The authority of the Gwich'in Government to make laws pursuant to section 16.2.1 does not include:

(a) the authority to regulate medical or health practices that, or practitioners who, require licensing or certification under any federal law or Territorial law; or
(b) the authority to regulate products or substances that are regulated under any federal law or Territorial law.

16.2.3 In the event of a Conflict between a Gwich'in Law made pursuant to section 16.2.1 and a federal law or Territorial law, the Gwich'in Law shall prevail to the extent of the Conflict.

Authority

16.2.4 At the request of the Gwich'in Government, Canada and the Gwich'in Government shall negotiate with a view to reaching an agreement or agreements for the Gwich'in Government to deliver and administer any federal non-insured health benefits for eligible Gwich'in within Canada.

16.2.5 Canada and the Gwich'in Government may negotiate agreements to allow the Gwich'in Government to administer for Gwich'in any federal aboriginal health program that may exist from time to time.

16.3 INUVIALUIT GOVERNMENT

Jurisdiction

16.3.1 The Inuvialuit Government may make laws in relation to the authorization or licensing of persons who may practise as Inuvialuit Healers within the Beaufort-Delta Region.

16.3.2 The authority of the Inuvialuit Government to make laws pursuant to section 16.3.1 does not include:

(a) the authority to regulate medical or health practices that, or practitioners who, require licensing or certification under any federal law or Territorial law; or
(b) the authority to regulate products or substances that are regulated under any federal law or Territorial law.

16.3.3 In the event of a Conflict between an Inuvialuit Law made pursuant to section 16.3.1 and a federal law or Territorial law, the Inuvialuit Law shall prevail to the extent of the Conflict.

Authority

16.3.4 At the request of the Inuvialuit Government, Canada and the Inuvialuit Government shall negotiate with a view to reaching an agreement or agreements for the Inuvialuit Government to deliver and administer any federal non-insured health benefits for eligible Inuvialuit within Canada.

16.3.5 Canada and the Inuvialuit Government may negotiate agreements to allow the Inuvialuit Government to administer for Inuvialuit any federal aboriginal health program that may exist from time to time.

16.4 BEAUFORT-DELTA REGIONAL GOVERNMENT

Jurisdiction

16.4.1 The Beaufort-Delta Regional Government may make laws in relation to the organization and structures used for the delivery of health care programs and services in the Beaufort-Delta Region.

16.4.2 In the event of a Conflict between a Regional Law made pursuant to section 16.4.1 and a federal law or Territorial law, the Regional Law shall prevail to the extent of the Conflict.

16.4.3 The Beaufort-Delta Regional Government may not delegate any authority to make laws which it has pursuant to section 16.4.1.

Authority

16.4.4 The delivery of health care programs and services in the Beaufort-Delta Region by the Beaufort-Delta Regional Government shall be pursuant to agreements.

16.4.5 At the request of the Beaufort-Delta Regional Government, the Government of the Northwest Territories and the Beaufort-Delta Regional Government shall negotiate with a view to reaching agreements for the Beaufort-Delta Regional Government to deliver and administer Territorial health care programs and services in the Beaufort-Delta Region.

16.4.6 An agreement reached pursuant to section 16.4.5 shall include provisions regarding the authority of the Beaufort-Delta Regional Government to:

(a) deliver health care programs and services;
(b) manage, operate and control Health Facilities;
(c) coordinate, plan for and manage health care programs and services; and
(d) integrate health care programs and services with other programs and services.

16.4.7 An agreement reached pursuant to section 16.4.5 shall include provisions that:

(a) promote the integration, coordination and harmonization of the delivery of health care programs and services within the Beaufort-Delta Region and the Northwest Territories; and
(b) provide for its amendment, including any amendment that may be necessary as a result of the appointment and termination of a public administrator pursuant to part 16.5.

16.4.8 Prior to the Initialling Date, the Parties shall address the issue of representation of residents of the Sahtu Settlement Area who receive services at Beaufort-Delta Health Facilities on a regular basis.

16.5 EMERGENCY POWERS

16.5.1 The Minister may appoint a public administrator to assume the duties and responsibilities of the organization, structure or person responsible for one or more Health Facilities or health care programs and services within the Beaufort-Delta Region where the Minister reasonably believes on reliable information that:

(a) the continuing provision of health care programs and services to Clients is being jeopardized; or
(b) the safety of Clients is being jeopardized.

16.5.2 The Minister shall consult with the Beaufort-Delta Regional Government before appointing a public administrator pursuant to section 16.5.1 except where the Minister reasonably believes on reliable information that there is an immediate threat to the health and safety of Clients.

16.5.3 The Minister shall, after consultation with the Beaufort-Delta Regional Government, set terms and conditions with respect to the exercise of the duties and responsibilities assumed by the public administrator.

16.5.4 The Minister shall terminate the appointment of a public administrator appointed pursuant to section 16.5.1 when, following consultation with the Beaufort-Delta Regional Government, the Minister determines the circumstances or conditions resulting in the need for the appointment are no longer present.

CHAPTER 17 INCOME SUPPORT

17.1 DEFINITIONS

17.1.1 In this chapter:

"**Client**" means an individual who has applied for or is receiving Income Support pursuant to this chapter.

17.2 JURISDICTION

17.2.1 The Beaufort-Delta Regional Government may make laws in relation to Income Support for individuals who are in the Beaufort-Delta Region provided that such laws include standards regarding:

(a) access to Income Support;
(b) the confidentiality of Client records; and
(c) conflict of interest for Income Support workers.

17.2.2 The authority of the Beaufort-Delta Regional Government to make laws pursuant to section 17.2.1 does not include:

(a) authority to set conditions with respect to eligibility to receive Income Support;
(b) authority to prescribe the time within which a person who is eligible to receive Income Support must start receiving Income Support; or
(c) any authority greater than that of the Commissioner in Council pursuant to the *Northwest Territories Act* (Canada).

17.2.3 In the event of a Conflict between a Regional Law made pursuant to section 17.2.1 and a federal law or Territorial law, the Regional Law shall prevail to the extent of the Conflict.

17.2.4 The Government of the Northwest Territories retains the authority to represent the Northwest Territories in discussions with other territories, provinces or Canada on Income Support, and may enter into agreements with other territories, provinces or Canada with respect to Income Support.

17.2.5 The Government of the Northwest Territories shall develop, and may amend from time to time, Territorial core principles and objectives for access to Income Support, the confidentiality of Client records and conflict of interest for Income Support workers.

17.2.6 Standards established by the Beaufort-Delta Regional Government for access to Income Support, confidentiality of Client records and conflict of interest for Income Support workers shall be compatible with the Territorial core principles and objectives for access to Income Support, the confidentiality of Client records and conflict of interest for Income Support workers.

17.2.7 For greater certainty, standards referred to in section 17.2.6 include standards set out in laws and those not set out in laws.

17.2.8 Regional Laws made pursuant to section 17.2.1 shall provide that:

(a) Income Support provided in one Beaufort-Delta Community is comparable to Income Support provided in the other Beaufort-Delta Communities; and
(b) Income Support provided in Beaufort-Delta Communities is comparable to Income Support provided in other communities in the Northwest Territories.

17.3 ADMINISTRATION

17.3.1 Where the Beaufort-Delta Regional Government is providing Income Support to Clients in the Beaufort-Delta Region pursuant to a Regional Law made pursuant to section 17.2.1, the Beaufort-Delta Regional Government and the Government of the Northwest Territories shall negotiate with a view to reaching agreements for the exchange of information regarding those Clients receiving Income Support.

17.3.2 At the request of a Beaufort-Delta Community Government, the Beaufort-Delta Regional Government and the Beaufort-Delta Community Government shall negotiate with a view to reaching an agreement to provide the Community Government with authorities or responsibilities in respect of Income Support.

17.4 CONSULTATION

17.4.1 The Beaufort-Delta Regional Government shall consult with the Government of the Northwest Territories prior to making any law pursuant to section 17.2.1.

17.4.2 The Government of the Northwest Territories shall consult with the Beaufort-Delta Regional Government prior to recommending or supporting an amendment to the definition of a Person in Need in the *Social Assistance Act*.

17.4.3 The Government of the Northwest Territories shall consult with the Beaufort-Delta Regional Government when developing or amending Territorial core principles and objectives for access to Income Support, confidentiality of Client records and conflict of interest for Income Support workers..

17.4.4 The Government of the Northwest Territories and the Beaufort-Delta Regional Government shall, on a periodic basiis, consult on regional, Territorial and national trends, developments, and initiatives with respect to Income Support.

17.4.5 The Government of the Northwest Territories may consult with the Beaufort-Delta Regional Government prior to entering into negotiations on inter-provincial, inter-territorial, or national agreements rellating to Income Support.

CHAPTER 18 JUSTICE AND POLICING

18.1 GWICH'IN GOVERNMENT

Enforcement officers

18.1.1 The Gwich'in Government may make laws providing for the appointment of enforcement officers to enforce Gwich'in Laws.

18.1.2 Gwich'in Laws made pursuant to section 18.1.1 may provide enforcement officers with powers comparable to the powers of enforcement officers appointed pursuant to similar Territorial laws.

Offences

18.1.3 The authority of the Gwich'in Government to make laws pursuant to the Agreement includes the power to establish offences punishable by fine or imprisonment on summary conviction under the *Summary Convictions Procedures Act*.

18.1.4 Unless otherwise provided in the Agreement, a Gwich'in Law may not provide for the imposition of a fine or term of imprisonment greater than:

(a) the general limit provided in the *Criminal Code* (Canada) for summary conviction offences for which no specific punishment is provided; or
(b) the general limit provided in Territorial legislation for summary conviction offences for which no specific punishment is provided,

whichever is greater.

18.1.5 The authority of the Gwich'in Government to make laws pursuant to the Agreement includes the power to provide sentencing guidelines to the courts, applicable to offences established under Gwich'in Law, that take into account the culture and values of the Gwich'in.

18.1.6 The Gwich'in Government is responsible for prosecutions under Gwich'in Laws and for appeals or other judicial proceedings with respect to such prosecutions, and shall ensure that such prosecutions are consistent with the standards applying to the prosecution of similar types of offences in Canada taking into account the culture, customs and traditions of the Gwich'in.

18.1.7 The Government of the Northwest Territories is responsible for implementing and enforcing sanctions imposed for offences established by Gwich'in Laws, in a manner consistent with the enforcement of federal laws and Territorial laws in the Northwest Territories.

Resolution of disputes

18.1.8 The Gwich'in Government may create mechanisms for resolution of disputes outside of the courts.

18.1.9 The parties to a dispute may use a mechanism created pursuant to section 18.1.8 only if they first consent to:

(a) using the mechanism; and
(b) being bound by the results of the use of the mechanism.

18.1.10 The authority of the Gwich'in Government to create mechanisms pursuant to section 18.1.8 does not restrict the right of any person to resolve a dispute through the courts.

Appeal and review

18.1.11 The Gwich'in Government may make laws in relation to appeals and applications for administrative review for persons affected by its administrative decisions, including:

(a) laws stipulating that certain or all of the decisions on such appeals or applications shall be final and binding; and
(b) laws in relation to the establishment of administrative bodies to hear such appeals or applications.

18.1.12 In the event of a Conflict between a Gwich'in Law made under section 18.1.11 and a federal law or Territorial Law, the Gwich'in Law shall prevail to the extent of the Conflict.

18.2 INUVIALUIT GOVERNMENT

Enforcement officers

18.2.1 The Inuvialuit Government may make laws providing for the appointment of enforcement officers to enforce Inuvialuit Laws.

18.2.2 Inuvialuit Laws made pursuant to section 18.2.1 may provide enforcement officers with powers comparable to the powers of enforcement officers appointed pursuant to similar Territorial laws.

Offences

18.2.3 The authority of the Inuvialuit Government to make laws pursuant to the Agreement includes the power to establish offences punishable by fine or imprisonment on summary conviction under the *Summary Convictions Procedures Act*.

18.2.4 Unless otherwise provided in the Agreement, an Inuvialuit Law may not provide for the imposition of a fine or term of imprisonment greater than:

(a) the general limit provided in the *Criminal Code* (Canada) for summary conviction offences for which no specific punishment is provided; or
(b) the general limit provided in Territorial legislation for summary conviction offences for which no specific punishment is provided,

whichever is greater.

18.2.5 The authority of the Inuvialuit Government to make laws pursuant to the Agreement includes the power to provide sentencing guidelines to the courts, applicable to offences established under Inuvialuit Law, that take into account the culture and values of the Inuvialuit.

18.2.6 The Inuvialuit Government is responsible for prosecutions under Inuvialuit Laws and for appeals or other judicial proceedings with respect to such prosecutions, and shall ensure that such prosecutions are consistent with the standards applying to the prosecution of similar types of offences in Canada taking into account the culture, customs and traditions of the Inuvialuit.

18.2.7 The Government of the Northwest Territories is responsible for implementing and enforcing sanctions imposed for offences established by Inuvialuit Laws, in a manner consistent with the enforcement of federal laws and Territorial laws in the Northwest Territories.

Resolution of disputes

18.2.8 The Inuvialuit Government may create mechanisms for resolution of disputes outside of the courts.

18.2.9 The parties to a dispute may use a mechanism created pursuant to section 18.2.8 only if they first consent to:

(a) using the mechanism; and
(b) being bound by the results of the use of the mechanism.

18.2.10 The authority of the Inuvialuit Government to create mechanisms pursuant to section 18.2.8 does not restrict the right of any person to resolve a dispute through the courts.

Appeal and review

18.2.11 The Inuvialuit Government may make laws in relation to appeals and applications for administrative review for persons affected by its administrative decisions, including:

(a) laws stipulating that certain or all of the decisions on such appeals or applications shall be final and binding; and
(b) laws in relation to the establishment of administrative bodies to hear such appeals or applications.

18.2.12 In the event of a Conflict between an Inuvialuit Law made under section 18.2.11 and a federal law or Territorial Law, the Inuvialuit Law shall prevail to the extent of the Conflict.

18.3 BEAUFORT-DELTA REGIONAL GOVERNMENT

Enforcement officers

18.3.1 The Beaufort-Delta Regional Government may make laws providing for the appointment of enforcement officers to enforce Regional Laws.

18.3.2 Regional Laws made pursuant to sections 18.3.1 may provide enforcement officers with powers comparable to the powers of enforcement officers appointed pursuant to similar Territorial laws.

Offences

18.3.3 The authority of the Beaufort-Delta Regional Government to make laws pursuant to the Agreement includes the power to establish offences punishable by fine or imprisonment on summary conviction under the *Summary Convictions Procedures Act*.

18.3.4 Unless otherwise provided in the Agreement, a Regional Law may not provide for the imposition of a fine or term of imprisonment greater than:

(a) the general limit provided in the *Criminal Code* (Canada) for summary conviction offences for which no specific punishment is provided; or
(b) the general limit provided in Territorial legislation for summary conviction offences for which no specific punishment is provided,

whichever is greater.

18.3.5 The Beaufort-Delta Regional Government is responsible for prosecutions under Regional Laws and for appeals or other judicial proceedings with respect to such prosecutions, and shall ensure that such prosecutions are consistent with the standards applying to the prosecution of similar types of offences in Canada.

18.3.6 The Government of the Northwest Territories is responsible for implementing and enforcing sanctions imposed for offences established by Regional Laws, in a manner consistent with the enforcement of federal laws and Territorial laws in the Northwest Territories.

Resolution of disputes

18.3.7 The Beaufort-Delta Regional Government may create mechanisms for resolution of disputes outside of the courts.

18.3.8 The parties to a dispute may use a mechanism created pursuant to section 18.3.7 only if they first consent to:

(a) using the mechanism; and
(b) being bound by the results of the use of the mechanism.

18.3.9 The authority of the Beaufort-Delta Regional Government to create mechanisms pursuant to section 18.3.7 does not restrict the right of any person to resolve a dispute through the courts.

Appeal and review

18.3.10 The Beaufort-Delta Regional Government may make laws in relation to appeals and applications for administrative review for persons affected by its administrative decisions, including:

(a) laws stipulating that certain or all of the decisions on such appeals or applications shall be final and binding; and
(b) laws in relation to the establishment of administrative bodies to hear such appeals or applications.

18.3.11 In the event of a Conflict between a Regional Law made under section 18.3.10 and a federal law or Territorial Law, the Regional Law shall prevail to the extent of the Conflict.

18.4 BEAUFORT-DELTA COMMUNITY GOVERNMENTS

Enforcement officers

18.4.1 A Beaufort-Delta Community Government may make laws providing for the appointment of enforcement officers to enforce Community Laws.

18.4.2 Community Laws made pursuant to section 18.4.1 may provide enforcement officers with powers comparable to the powers of enforcement officers appointed pursuant to similar Territorial laws.

Offences

18.4.3 The authority of a Beaufort-Delta Community Government to make laws pursuant to the Agreement includes the power to establish offences punishable by fine or imprisonment on summary conviction under the *Summary Convictions Procedures Act*.

18.4.4 Unless otherwise provided in the Agreement, a Community Law may not provide for the imposition of a fine or term of imprisonment greater than:

(a) the general limit provided in the *Criminal Code* (Canada) for summary conviction offences for which no specific punishment is provided; or
(b) the general limit provided in Territorial legislation for summary conviction offences for which no specific punishment is provided,

whichever is greater.

18.4.5 Each Beaufort-Delta Community Government is responsible for prosecutions under its Community Laws and for appeals or other judicial proceedings with respect to such prosecutions, and shall ensure that such prosecutions are consistent with the standards applying to the prosecution of similar types of offences in Canada.

18.4.6 The Government of the Northwest Territories is responsible for implementing and enforcing sanctions imposed for offences established by Community Laws, in a manner consistent with the enforcement of federal laws and Territorial laws in the Northwest Territories.

Resolution of disputes

18.4.7 A Beaufort-Delta Community Government may create mechanisms for resolution of disputes outside of the courts.

18.4.8 The parties to a dispute may use a mechanism created pursuant to section 18.4.7 only if they first consent to:

(a) using the mechanism; and
(b) being bound by the results of the use of the mechanism.

18.4.9 The authority of a Beaufort-Delta Community Government to create mechanisms pursuant to section 18.4.7 does not restrict the right of any person to resolve a dispute through the courts.

Appeal and review

18.4.10 A Beaufort-Delta Community Government may make laws in relation to appeals and applications for administrative review for persons affected by its administrative decisions, including:

(a) laws stipulating that certain or all of the decisions on such appeals or applications shall be final and binding; and
(b) laws in relation to the establishment of administrative bodies to hear such appeals or applications.

18.4.11 In the event of a Conflict between a Community Law made under section 18.4.10 and a federal law or Territorial Law, the Community Law shall prevail to the extent of the Conflict.

18.5 COURTS

18.5.1 The Territorial Court, or a Justice of the Peace with authority in the Northwest Territories, shall hear and determine prosecutions for offences established by:

(a) Gwich'in Laws;
(b) Inuvialuit Laws;
(c) Regional Laws; and
(d) Community Laws;

if the offence is one that would be within the jurisdiction of the Territorial Court if it arose under federal laws or Territorial laws.

18.5.2 The Territorial Court shall hear and determine civil matters arising under:

(a) Gwich'in Laws;
(b) Inuvialuit Laws;
(c) Regional Laws; and
(d) Community Laws;

if the civil matter is one that would be within the jurisdiction of the Territorial Court if it arose under federal laws or Territorial laws.

18.5.3 The Supreme Court of the Northwest Territories shall hear and determine appeals from the Territorial Court in relation to matters arising under laws of a Beaufort-Delta Government.

18.5.4 The Supreme Court of the Northwest Territories shall have exclusive jurisdiction to hear and determine:

(a) civil matters arising under laws of a Beaufort-Delta Government; and
(b) challenges to a Gwich'in Law, Inuvialuit Law, Regional Law, or Community Law;

if the matter is one which would be within the jurisdiction of the Supreme Court of the Northwest Territories if it arose under federal laws or Territorial laws.

18.5.5 The Supreme Court of the Northwest Territories shall have exclusive jurisdiction to hear and determine applications for judicial review of administrative decisions of the Gwich'in Government, provided that all applicable mechanisms for appeal and administrative review established under a Gwich'in Law pursuant to section 18.1.11 have been exhausted.

18.5.6 The Supreme Court of the Northwest Territories shall have exclusive jurisdiction to hear and determine judicial appeals of administrative decisions of the Gwich'in Government, where such appeals are provided for by Gwich'in Laws.

18.5.7 The Supreme Court of the Northwest Territories shall have exclusive jurisdiction to hear and determine applications for judicial review of administrative decisions of the Inuvialuit Government, provided that all applicable mechanisms for appeal and administrative review established under an Inuvialuit Law pursuant to section 18.2.11 have been exhausted.

18.5.8 The Supreme Court of the Northwest Territories shall have exclusive jurisdiction to hear and determine judicial appeals of administrative decisions of the Inuvialuit Government, where such appeals are provided for by Inuvialuit Laws.

18.5.9 The Supreme Court of the Northwest Territories shall have exclusive jurisdiction to hear and determine applications for judicial review of administrative decisions of the Beaufort-Delta Regional Government, provided that all applicable mechanisms for appeal and administrative review established under a Regional Law pursuant to section 18.3.10 have been exhausted.

18.5.10 The Supreme Court of the Northwest Territories shall have exclusive jurisdiction to hear and determine judicial appeals of administrative decisions of the Beaufort-Delta Regional Government, where such appeals are provided for by Regional Laws.

18.5.11 The Supreme Court of the Northwest Territories shall have exclusive jurisdiction to hear and determine applications for judicial review of administrative decisions of a Beaufort-Delta Community Government, provided that all applicable mechanisms for appeal and administrative review established under a Community Law of the Beaufort-Delta Community Government pursuant to section 18.4.10 have been exhausted.

18.5.12 The Supreme Court of the Northwest Territories shall have exclusive jurisdiction to hear and determine judicial appeals of administrative decisions of a Beaufort-Delta Community Government, where such appeals are provided for by laws of the Beaufort-Delta Community.

18.6 POLICING

18.6.1 Canada, Beaufort-Delta Governments and the Government of the Northwest Territories may enter into agreements in relation to policing.

18.6.2 The Government of the Northwest Territories shall consult with the Gwich'in Government and the Inuvialuit Government when developing or amending legislation to regulate the delivery of policing services in the Northwest Territories.

18.7 ADMINISTRATIVE ARRANGEMENTS

18.7.1 A Beaufort-Delta Government and Canada may enter into agreements for the Beaufort-Delta Government:

(a) to deliver, to adult Beaufort-Delta offenders who are sentenced to a federal institutions, community correctional services, including alternative sentences, temporary absence supervision, parole, or such other similar services as may be delivered by Canada from time to time; and
(b) to administer facilities in the Beaufort-Delta Region that provide alternatives to penitentiaries for adult Beaufort-Delta offenders, including group homes, healing centres, half-way houses, and other facilities.

18.7.2 A Beaufort-Delta Government and Canada may enter into agreements for the establishment of facilities or processes for the care and custody of offenders sentenced to federal institutions.

18.7.3 Agreements made pursuant to section 18.7.1 or section 18.7.2 must apply federal standards and may include provisions respecting training of Gwich'in and Inuvialuit.

18.7.4 A Beaufort-Delta Government and Canada may enter into agreements for the Beaufort-Delta Government to assist in the assessment of offenders sentenced to federal institutions.

18.7.5 The services provided by a Beaufort-Delta Government under an agreement made pursuant to section 18.7.1 or section 18.7.2 shall be delivered in a culturally appropriate manner.

18.7.6 A Beaufort-Delta Government, another Beaufort-Delta Government, and the Government of the Northwest Territories, or any combination of these parties, may enter into agreements in relation to:

(a) the enforcement of Beaufort-Delta Laws;
(b) the prosecution of offences established by Beaufort-Delta Laws; or
(c) the implementation and enforcement of sanctions imposed for offences established by Beaufort-Delta Laws.

18.7.7 The Government of the Northwest Territories and a Beaufort-Delta Government may enter into agreements that promote the integration, coordination and harmonization of justice programs and services with related programs and services.

18.7.8 A Beaufort-Delta Government, Canada and the Government of the Northwest Territories may enter into agreements for the participation of the Beaufort-Delta Government in the administration of justice in the Northwest Territories, including agreements for the delivery of programs and services such as:

(a) prevention of crime;
(b) alternative measures provided for in section 717 of the *Criminal Code* (Canada) and section 4 of the *Young Offenders Act* (Canada);
(c) restorative criminal justice measures, such as diversion protocols, healing circles, family group conferencing and mechanisms to provide community and victim input into sentencing decisions; and
(d) legal aid.

18.7.9 Prior to the Initialling Date, the Parties agree to meet and discuss matters concerning the implementation of parts 18.6 and 18.7, including issues relating to policing and to justice program delivery in the Beaufort-Delta Region and the possible role of Beaufort-Delta Governments in that delivery.

18.8 REVIEW

18.8.1 At the request of the Gwich'in Government or the Inuvialuit Government in the seventh year following the Effective Date, the Parties shall conduct an initiated review of this chapter pursuant to the Review chapter.

CHAPTER 19 GUARDIANSHIP, TRUSTEESHIP, WILLS AND ESTATES

19.1 GUARDIANSHIP AND TRUSTEESHIP

Gwich'in

19.1.1 The Gwich'in Government may make laws for Gwich'in ordinarily resident within the Gwich'in Settlement Area who are of the age of majority, in relation to:

(a) the appointment of a Guardian to make or assist in making decisions in matters relating to the personal care and well-being of a Gwich'in who is not able to understand information that is relevant to making a decision concerning his or her own health care, nutrition, shelter, clothing, hygiene, or safety, and would substantially benefit from having a Guardian;
(b) the powers and responsibilities of a Guardian referred to in paragraph 19.1.1(a);
(c) the appointment of a Trustee to make decisions in matters relating to the real or personal property of a Gwich'in who is not able to understand information that is relevant to making a decision concerning his or her own real or personal property and will substantially benefit from having a Trustee; and
(d) the powers and responsibilities of a Trustee referred to in paragraph 19.1.1(c).

19.1.2 The authority of the Gwich'in Government to make laws pursuant to section 19.1.1 does not include the authority to make laws in relation to the detainment, involuntary hospitalization or involuntary medical treatment of a person who:

(a) has threatened, or is attempting, to cause bodily harm to himself or herself;
(b) has behaved or is behaving violently towards another person;
(c) has caused or is causing another person to fear bodily harm from him or her; or
(d) has shown or is showing a lack of competence to care for himself or herself in such a way as to put himself, herself or another person in danger.

19.1.3 The Gwich'in Government may make laws in relation to the appointment of Guardians for Gwich'in ordinarily resident within the Gwich'in Settlement Area who are not of the age of majority, who have no surviving Parents or Guardians and for whom no provision for a Guardian has been made.

19.1.4 In the event of a Conflict between a Gwich'in Law made pursuant to section 19.1.1 or section 19.1.3 and a federal law or Territorial law, the Gwich'in Law shall prevail to the extent of the Conflict.

19.1.5 Notwithstanding section 19.1.4, in the event of a Conflict between a Gwich'in Law made pursuant to section 19.1.1 and the *Mental Health Act*, the *Mental Health Act* shall prevail to the extent of the Conflict.

Inuvialuit

19.1.6 The Inuvialuit Government may make laws for Inuvialuit ordinarily resident within the Western Arctic Region who are of the age of majority, in relation to:

(a) the appointment of a Guardian to make or assist in making decisions in matters relating to the personal care and well-being of an Inuvialuk who is not able to understand information that is relevant to making a decision concerning his or her own health care, nutrition, shelter, clothing, hygiene, or safety, and would substantially benefit from having a Guardian;
(b) the powers and responsibilities of a Guardian referred to in paragraph 19.1.6(a);
(c) the appointment of a Trustee to make decisions in matters relating to the real or personal property of an Inuvialuk who is not able to understand information that is relevant to making a decision concerning his or her own real or personal property and will substantially benefit from having a Trustee; and
(d) the powers and responsibilities of a Trustee referred to in paragraph 19.1.6(c).

19.1.7 The authority of the Inuvialuit Government to make laws pursuant to section 19.1.6 does not include the authority to make laws in relation to the detainment, involuntary hospitalization or involuntary medical treatment of a person who:

(a) has threatened, or is attempting to cause bodily harm to himself or herself;
(b) has behaved or is behaving violently towards another person;
(c) has caused or is causing another person to fear bodily harm from him or her; or
(d) has shown or is showing a lack of competence to care for himself or herself in such a way as to put himself, herself or another person in danger.

19.1.8 The Inuvialuit Government may make laws in relation to the appointment of Guardians for Inuvialuit ordinarily resident within the Western Arctic Region who are not of the age of majority, who have no surviving Parents or Guardians and for whom no provision for a Guardian has been made.

19.1.9 In the event of a Conflict between an Inuvialuit Law made pursuant to section 19.1.6 or section 19.1.8 and a federal law or Territorial law, the Inuvialuit Law shall prevail to the extent of the Conflict.

19.1.10 Notwithstanding section 19.1.9, in the event of a Conflict between an Inuvialuit Law made pursuant to section 19.1.6 and the *Mental Health Act*, the *Mental Health Act* shall prevail to the extent of the Conflict.

19.2 WILLS AND ESTATES

Gwich'in

19.2.1 The Gwich'in Government may make laws in relation to the wills and estates of Gwich'in ordinarily resident within the Gwich'in Settlement Area, including:

(a) administration of estates and trusts; and
(b) testate and intestate succession,

provided that the laws make provision for persons who were dependent on deceased persons.

19.2.2 In the event of a Conflict between a Gwich'in Law made pursuant to section 19.2.1 and a federal law or Territorial law, the Gwich'in Law shall prevail to the extent of the Conflict.

19.2.3 Notwithstanding section 19.2.2, in the event of a Conflict between a Gwich'in Law made pursuant to section 19.2.1 and a federal law or Territorial law in relation to:

(a) survivorship and the presumption of death;
(b) the rules governing trusts and the variation of trusts; or
(c) legal actions with respect to fatal accidents,

the federal law or Territorial law shall prevail to the extent of the Conflict.

Inuvialuit

19.2.4 The Inuvialuit Government may make laws in relation to the wills and estates of Inuvialuit ordinarily resident within the Western Arctic Region, including:

(a) administration of estates and trusts; and
(b) testate and intestate succession,

provided that the laws make provision for persons who were dependent on deceased persons.

19.2.5 In the event of a Conflict between an Inuvialuit Law made pursuant to section 19.2.4 and a federal law or Territorial law, the Inuvialuit Law shall prevail to the extent of the Conflict.

19.2.6 Notwithstanding section 19.2.5, in the event of a Conflict between an Inuvialuit Law made pursuant to section 19.2.4 and a federal law or Territorial law in relation to:

(a) survivorship and the presumption of death;
(b) the rules governing trusts and the variation of trusts; or
(c) legal actions with respect to fatal accidents,

the federal law or Territorial law shall prevail to the extent of the Conflict.

CHAPTER 20 LOCAL GOVERNMENT OPERATIONS

20.1 GENERAL

20.1.1 In this chapter:

"**Minister**" means the Territorial Minister responsible for municipal affairs.

20.2 JURISDICTION

20.2.1 A Beaufort-Delta Community Government may make laws of a municipal nature within its community boundary in relation to:

(a) the health, safety, and welfare of people and the protection of people and property;
(b) people, activities and things in, on, or near a public place, or place that is open to the public, including the provision of curfews;
(c) businesses, business activities, and persons engaged in business;
(d) local transportation systems;
(e) domestic animals and activities in relation to them;
(f) programs, services, utilities and facilities provided by or on behalf of the community government including:
    (i) sewers;
    (ii) drainage systems;
    (iii) water distribution and supply;
    (iv) garbage;
    (v) waste;
    (vi) ambulance services; and
    (vii) recreation;
(g) civic holidays;
(h) community flag, crest and coat of arms;
(i) prohibiting the setting of snares and traps in inhabited areas;
(j) community roads but not public highways;
(k) public nuisances; and
(l) land administration for the:
    (i) purchase, lease or other acquisition of real property by the Beaufort-Delta Community Government;
    (ii) use, holding, or development of real property belonging to the Beaufort-Delta Community Government;
    (iii) sale, lease or other disposition of real property belonging to the Beaufort-Delta Community Government.

20.2.2 Prior to the Initialling Date, the Parties shall address the authority of the Beaufort-Delta Community Governments in relation to land use planning, zoning and subdivision control.

20.2.3 A Community Law made pursuant to section 20.2.1 shall be consistent with standards established under federal law or Territorial law that municipalities in the Northwest Territories are required to follow.

20.2.4 Subject to section 20.2.3, in the event of a Conflict between a Community Law made pursuant to section 20.2.1 and a Territorial law, the Community Law shall prevail to the extent of the Conflict.

20.2.5 As provided for in Territorial laws, a Beaufort-Delta Community Government may make laws within its community boundary in relation to:

(a) utility franchises;
(b) airports, landing strips, and landing places, excluding: the regulation of aeronautics and aviation, piers, wharves, docks, marine facilities, shipping, navigation and public harbours;
(c) unsightly property;
(d) lotteries;
(e) recreational contests;
(f) the control or prohibition of the transport, sale, possession or use of intoxicants
(g) any other matter that may be provided for in Territorial laws.

20.2.6 For greater certainty, in the event of a Conflict between a Community Law made pursuant to section 20.2.5 and a Territorial law, the Territorial law shall prevail to the extent of the Conflict.

20.2.7 Notwithstanding the geographic limit to the law making authority in sections 20.2.1 and 20.2.5, Territorial laws may provide that the authority of a Beaufort-Delta Community Government to make a law may extend outside of a community boundary.

20.2.8 For greater certainty, the authority of a Beaufort-Delta Community Government to make a law pursuant to section 20.2.1 does not include the authority to establish a land titles registration system.

20.2.9 A Beaufort-Delta Community Government may not delegate any authority to make laws which it has pursuant to section 20.2.1 or section 20.2.5.

20.3 AUTHORITY

20.3.1 A Beaufort-Delta Community Government shall have the responsibilities and authorities set out in Territorial laws for any of a local authority, community council, municipal corporation, or municipality, including responsibilities and authorities in respect of:

(a) fire protection and prevention;
(b) emergency preparedness and emergency measures;
(c) motor vehicles and all-terrain vehicles; and

(d) expropriating interests in land.

20.3.2 A Beaufort-Delta Community Government shall have the responsibilities and authorities set out in federal laws for a local government in the Northwest Territories.

20.3.3 For greater certainty, the laws referred to in sections 20.3.1 and 20.3.2 do not constitute legislation implementing the Agreement.

20.4 COMMUNITY LANDS

20.4.1 Prior to the Initialling Date, the Parties shall:

(a) identify parcels of Commissioner's land within the boundaries of Beaufort-Delta Communities which the Commissioner shall transfer to the respective Beaufort-Delta Community Governments, and list those parcels in Schedule X, which shall be appended to, but shall not form part of, the Agreement;
(b) identify the timing of the transfers of those parcels identified pursuant to paragraph 20.4.1(a) and any conditions that must be satisfied prior to the transfers of those parcels;
(c) address whether any federal lands within the boundaries of Beaufort-Delta Communities will be transferred to the respective Beaufort-Delta Community Governments;
(d) discuss the disposition of Commissioner's lands outside of the boundaries of Beaufort-Delta Communities; and
(e) address any other matter they may identify related to the transfer of lands within the boundaries of Beaufort-Delta Communities to the respective Beaufort-Delta Community Governments.

20.4.2 The Parties intend that the Commissioner retain:

(a) Commissioner's lands within the boundaries of a Beaufort-Delta Community that the Government of the Northwest Territories needs to retain for the delivery of present or anticipated Territorial programs and services; and
(b) Commissioner's lands within the boundaries of a Beaufort-Delta Community with an environmental liability known as of the Initialling Date.[6]

20.4.3 Any Commissioner's lands retained by the Commissioner pursuant to section 20.4.2 may be transferred to a Beaufort-Delta Community Government at a future date in the event the Commissioner no longer needs to retain those Commissioner's lands.

20.4.4 Prior to the Initialling Date, the Government of the Northwest Territories shall consult with the Parties on the identification of Commissioner's lands needed for present or anticipated Territorial programs and services in the Beaufort-Delta Region.

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[6] Section 20.4.2 will not appear in the Agreement.

20.5 TERRITORIAL LEGISLATION

20.5.1 As soon as practicable after the Signing Date, the Government of the Northwest Territories shall propose legislation in the Legislative Assembly of the Northwest Territories that provides:

(a) Beaufort-Delta Community Governments with the authority to make laws in relation to the subject matters set out in section 20.2.5;
(b) for the exercise of law making authorities provided to Beaufort-Delta Community Governments pursuant to section 20.2.5; and
(c) for elections of a Beaufort-Delta Community Government that are:

(i) fair and open;
(ii) conducted by secret ballot; and
(iii) subject to a review process in respect of their process, conduct, and results.

20.5.2 The Territorial legislation referred to in section 20.5.1 may provide:

(a) the Beaufort-Delta Regional Government with responsibilities enabling it to support the operations of Beaufort-Delta Community Governments;
(b) the Minister with the authority to intervene and assist Beaufort-Delta Community Governments whose long term viability is jeopardized;[7] and
(c) Beaufort-Delta Community Governments with additional authorities to make laws, pursuant to paragraph 20.2.5(g).

20.5.3 When a Community Law in relation to elections of a Beaufort-Delta Community Government comes into effect, the Territorial law made pursuant to paragraph 20.5.1(c) ceases to apply in respect of the elections of that Beaufort-Delta Community Government.

20.5.4 The Government of the Northwest Territories shall consult with the Gwich'in Tribal Council and the Inuvialuit Regional Corporation in the development of Territorial legislation referred to in section 20.5.1.

20.5.5 The Government of the Northwest Territories shall consult with the Gwich'in Government, the Inuvialuit Government, and the Beaufort-Delta Community Governments on any development or amendment of Territorial legislation referred to in section 20.5.1.

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[7] This paragraph may not appear in the Agreement if the Government of the Northwest Territories does not have a direct financial relationship with the Beaufort-Delta Community Governments.

20.6 SUPPORT SERVICES

20.6.1 The Government of the Northwest Territories may enter into agreements with the Beaufort-Delta Regional Government for the Beaufort-Delta Regional Government to provide support services to Beaufort-Delta Community Governments.

CHAPTER 21 FINANCIAL AGREEMENTS AND OWN SOURCE REVENUE

21.1 PRINCIPLES AND OBJECTIVES

21.1.1 The fiscal relationship between Beaufort-Delta Governments, the Government of the Northwest Territories and Canada shall have, as an objective, the facilitation, over time, of all Beaufort-Delta Governments moving towards increased economic and financial self-sufficiency and the lessening of the dependency of the Beaufort-Delta Governments on funding provided by other governments.

21.1.2 The fiscal relationship between the Parties will be based on the principle that funding will be provided to the Beaufort-Delta Governments for the provision of programs and services agreed upon pursuant to fiscal financing agreements at levels reasonably comparable to those generally prevailing in communities of similar size and circumstances in the Northwest Territories.[8]

21.1.3 When negotiating fiscal financing agreements, the Parties shall be guided by the principle of having an effective Territorial government with the ability to continue:

(a) to deliver its programs and services to all residents of the Northwest Territories; and
(b) to effect economic and fiscal policies on a territory wide basis.[9]

21.2 GENERAL

21.2.1 Prior to the Initialling Date, the Parties shall negotiate fiscal financing agreements for the Gwich'in Government, the Inuvialuit Government, the Beaufort-Delta Regional Government, and the Beaufort-Delta Community Governments for the five years following the Effective Date.

21.2.2 The parties to each subsequent fiscal financing agreement shall be the same parties as in the immediately preceding agreement unless those parties otherwise agree.

21.2.3 The term of each subsequent fiscal financing agreement shall be five years unless otherwise agreed by the parties to the immediately preceding agreement.

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[8] The Parties are in agreement on the principles cited in sections 21.1.2 and 21.1.3 and they agree that these principles will guide the negotiation of the Final Agreement's fiscal provisions and the negotiation of fiscal financing agreements. However, the current wording of the sections has given rise to concerns regarding the extent to which they may be justiciable; while the Parties agree that the courts should be able to intervene if the principles are disregarded, they wish to ensure that the courts are not enabled to set funding levels or other terms of fiscal financing agreements. In the context of these concerns related to justiciability, the Parties will review the wording of section 21.1.2, section 21.1.3, and any other related section.

[9] See the footnote which accompanies section 21.1.2.

21.2.4 The Government of the Northwest Territories shall consult with the municipal corporations in the Beaufort-Delta Region in the negotiation of the fiscal financing agreements referred to in section 21.2.1.[10]

21.2.5 The Beaufort-Delta Governments shall exchange information and consult amongst themselves during the negotiations of subsequent fiscal financing agreements.

21.2.6 The Beaufort-Delta Community Governments, the Gwich'in Government and the Inuvialuit Government may coordinate their negotiation of subsequent fiscal financing agreements through the Beaufort-Delta Regional Government.

21.2.7 A fiscal financing agreement will not be a treaty or a land claims agreement within the meaning of sections 25 and 35 of the *Constitution Act, 1982*.

21.2.8 Any financial obligation which a Party assumes under a fiscal financing agreement is subject to the appropriation of funds for that purpose:

(a) in the case of Canada, by the Parliament of Canada;
(b) in the case of the Northwest Territories, by the Legislative Assembly of the Northwest Territories; and
(c) in the case of a Beaufort-Delta Government, by that Beaufort-Delta Government.

21.2.9 The recognition of the law making authority of a Beaufort-Delta Government, or the exercise of that authority by that Beaufort-Delta Government, pursuant to the Agreement does not create or imply any financial or funding obligation on the part of Canada, the Government of the Northwest Territories or another Beaufort-Delta Government.

21.3 FISCAL FINANCING AGREEMENTS

21.3.1 The parties negotiating a fiscal financing agreement shall take into account:

(a) the prevailing fiscal and economic policies of Canada and the Government of the Northwest Territories and the Beaufort-Delta Governments;
(b) efficiency and effectiveness in the provision of programs and services;
(c) location and accessibility of Beaufort-Delta Communities;
(d) population and demographic characteristics of persons receiving agreed upon public programs and services;
(e) the desirability of reasonably stable, predictable, and flexible funding arrangements;
(f) the agreed upon requirements for training and the development of capacities for Beaufort-Delta Governments to deliver agreed upon programs and services;
(g) the agreed upon one time and ongoing costs to establish and operate Beaufort-Delta Governments;
(h) the jurisdiction, authority or responsibility that a Beaufort-Delta Government is required or intends to exercise in the period covered by the fiscal financing

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[10] This section will not appear in the Agreement.

agreement, including activities to meet responsibilities of the Beaufort-Delta Government pursuant to part 2.6 with respect to programs and services;

(i) the costs of operating and maintaining any agreed upon assets or infrastructure for a Beaufort-Delta Government;

(j) Beaufort-Delta Governments' own source revenue capacity as determined under an own source revenue agreement or, in the absence of an own source revenue agreement, as determined by the fiscal financing agreement; and

(k) any other matter that may be agreed to by the Parties.

21.3.2 Prior to the Initialling Date, the Parties shall negotiate with a view to reaching an agreement on the assets and liabilities to be transferred to a Beaufort-Delta Government on the Effective Date pursuant to part 27.2 of the Transition chapter and any other assets and liabilities the Parties agree will be transferred on or after the Effective Date to a Beaufort-Delta Government.

21.3.3 Prior to the Initialling Date, the Parties shall address the following matters relating to fiscal financing agreements:

(a) measures which may be necessary to enable the transition from existing funding mechanisms to the first fiscal financing agreement;

(b) procedures for negotiating fiscal financing agreements;

(c) program transfer mechanisms that may be required;

(d) procedures for funding of, and for assuming or transferring responsibility for, the provision of agreed upon programs and services during the term of the fiscal financing agreement;

(e) stabilization or emergency funding procedures;

(f) dispute resolution procedures;

(g) data collection and information exchange; and

(h) accountability including accounting, reporting and audit provisions.

21.3.4 Unless the Parties otherwise agree, the matters listed in section 21.3.3 shall be addressed prior to the negotiation of the first fiscal financing agreement pursuant to section 21.2.1.[11]

21.3.5 If the term of a fiscal financing agreement would expire before a successor fiscal financing agreement is in place, the terms of the existing fiscal financing agreement shall continue for a period of two years after its original expiry date, unless otherwise agreed by the parties to the existing fiscal financing agreement.

21.3.6 The Parties recognize that agreement has not been reached on:

(a) how to determine the costs of implementing the Agreement;

(b) what are the costs of implementing the Agreement;

(c) how Beaufort-Delta Governments will be funded; and

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[11] This section will not appear in the Agreement.

(d) who is responsible for the incremental costs associated with implementing the Agreement.[12]

21.3.7 The Parties shall make it their highest priority following approval of the Agreement-in-Principle to:

(a) come to agreement on how to determine the costs of implementing the Agreement;
(b) estimate the costs of implementing the Agreement;
(c) come to agreement on how Beaufort-Delta Governments will be funded; and
(d) come to agreement on who is responsible for the incremental costs associated with implementing the Agreement.[13]

21.3.8 The issues referred to in section 21.3.7 must be resolved prior to the completion of the first fiscal financing agreements.[14]

21.3.9 The Parties agree that addressing the issues referred to in section 21.3.7 will aid and inform negotiations leading towards concluding the Agreement.[15]

21.4 OWN SOURCE REVENUES

21.4.1 Prior to the Initialling Date, the Parties shall negotiate with a view to reaching agreement on own source revenue agreements for the Beaufort-Delta Governments.

21.4.2 Prior to the Initialling Date, the Parties shall address how the own source revenue capacity of a Beaufort-Delta Government, including incentives for a Beaufort-Delta Government to raise revenues, will be taken into account in the negotiation of fiscal financing agreements.

21.4.3 The own source revenue capacity of a Beaufort-Delta Government shall include its capacity to raise tax and other revenues similar to those generally raised by governments in Canada having similar responsibilities.

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[12] This section will not appear in the Agreement.
[13] This section will not appear in the Agreement.
[14] This section will not appear in the Agreement.
[15] This section will not appear in the Agreement.

CHAPTER 22 TAXATION

22.1 GENERAL

22.1.1 Prior to the Initialling Date, the Parties shall address the following issues:

(a) the taxation powers for Beaufort-Delta Governments;
(b) the tax treatment of Beaufort-Delta Governments;
(c) the tax treatment of corporations owned by Beaufort-Delta Governments;
(d) the tax treatment of gifts to Beaufort-Delta Governments;
(e) coordination and harmonization of taxation;
(f) review and amendment process in relation to taxation; and
(g) any other issue pertaining to taxation that may be agreed to by the Parties.

22.1.2 If, pursuant to paragraph 2.7.4(a), the Parties agree that the Agreement shall be constitutionally protected as a treaty within the meaning of sections 25 and 35 of the *Constitution Act, 1982*, then prior to the Initialling Date the Parties shall discuss which issues pertaining to taxation should be addressed in the Agreement and which should be addressed in separate agreements that are not constitutionally protected as treaties within the meaning of sections 25 and 35.

CHAPTER 23 DISPUTE RESOLUTION

23.1 GENERAL

23.1.1 No Disputant shall make any application to a court in respect of a Dispute without first complying with the informal resolution and mediation provisions in parts 23.3 and 23.4 respectively, except:

(a) to prevent the loss of a right to commence proceedings due to expiration of a limitation period; or
(b) to obtain interlocutory or interim relief that is otherwise available.

23.1.2 Information disclosed by a Disputant in informal resolution or mediation shall be kept confidential by other Disputants and the mediator, unless otherwise agreed by the Parties in writing. The disclosure of information by a Disputant in informal resolution or mediation is not a waiver of any privilege for purposes of any court process. All informal resolution and mediation are without prejudice to rights and claims of a Disputant. All documents prepared for informal resolution or mediation are privileged for purposes of any court process.

23.1.3 Neither a mediator nor an arbitrator may be called by a Disputant to give evidence in any court process and neither is a compellable witness. The notes or other personal materials of a mediator are not admissible as evidence in any court process. The record of an arbitration process is admissible as evidence in a court process but, for greater certainty, such record shall not include the notes or other personal materials of the arbitrator.

23.1.4 Neither a mediator nor an arbitrator may question the validity of any provision of the Agreement.

23.1.5 An arbitrator may not amend or delete any provision of the Agreement.

23.1.6 Where the mediation or arbitration process set forth in this chapter applies, no other mediation or arbitration process provided by law applies. Prior to the Initialling Date, the Parties shall address the relationship of this process and the dispute resolution processes contained in the GCLCA and IFA.

23.2 ESTABLISHMENT, POWERS AND DUTIES OF DISPUTE RESOLUTION BOARD

23.2.1 The Board shall be constituted a corporation and, for the purposes of carrying out its functions under the Agreement and any implementing legislation, shall have the legal capacity, rights, powers and privileges of a natural person.

23.2.2 The Board shall not be considered an agent of any Party.

23.2.3 The Board shall be comprised of five members, one appointed by each of the Gwich'in Government, the Inuvialuit Government, Canada and the Government of the Northwest Territories within 90 days after the Effective Date, and a chairperson appointed by the other members by unanimous agreement within 120 days after the Effective Date.

23.2.4 If a chairperson is not appointed pursuant to section 23.2.3, each Party shall submit the name of one person to the Chief Justice of the Supreme Court of the Northwest Territories within a further 14 days and the Chief Justice shall appoint the chairperson from the list of names submitted by the Parties.

23.2.5 The term of office for a Board member shall be 6 years during good behaviour and a member may be re-appointed.

23.2.6 Within 90 days of a vacancy occurring, a member shall be appointed to fill the vacancy, in a manner similar to that set out in section 23.2.3.

23.2.7 A decision of the Board requires the approval of at least 3 of the Board members.

23.2.8 Prior to the Initialling Date, the Parties shall agree on the remuneration of members and on the sharing of costs of the Board.

23.2.9 Subject to the Agreement, the Board shall:

(a) establish rules for its internal operations;
(b) in consultation with the Parties, establish rules for mediation and arbitration;
(c) establish a roster of mediators and arbitrators;
(d) appoint a mediator or arbitrator to act in a Dispute; and
(e) maintain a public record of arbitration awards and orders.

23.2.10A member of the Board may not act as a mediator or arbitrator of a Dispute.

23.3 INFORMAL RESOLUTION

23.3.1 At the written request of a Disputant, the Disputants shall attempt to resolve the Dispute informally.

23.4 MEDIATION

23.4.1 If a Dispute is not resolved 30 days after a Disputant has provided a written request pursuant to section 23.3.1, any Disputant may apply to the Board for mediation of the Dispute.

23.4.2 The Board shall appoint a mediator jointly proposed by the Disputants within 15 days of the Board receiving an application for mediation. If a joint proposal for a mediator is not made, the Board shall appoint a mediator from the roster within a further 30 days. If no mediator on the roster is available the Board shall, as soon as practicable, appoint another person as mediator, after consultation with the Disputants.

23.4.3 The Disputants shall participate in the mediation and each shall appoint a representative.

23.4.4 As soon as practicable, the mediator shall consult with the Disputants and seek agreement on the time and place for commencement of mediation. If the Disputants do not agree on the commencement of mediation, the Board shall determine the time and place for commencement.

23.4.5 Mediation shall take place in the Beaufort-Delta Region or in Yellowknife, unless the Disputants otherwise agree.

23.4.6 Each Disputant shall make all reasonable efforts to provide its representative in the mediation with the authority to reach, during the mediation, a settlement of the Dispute binding on the Disputant, or with ready access to a person with such authority.

23.4.7 A mediation shall conclude within 4 hours, unless the Disputants agree otherwise.

23.4.8 If a Dispute is not resolved in the mediation, the mediator shall, within 21 days of the conclusion of mediation, prepare a written report for the Disputants that includes a statement of the degree to which the Disputants reached any agreement.

23.4.9 The report of the mediator shall be kept confidential by the Disputants and the mediator, unless the Disputants otherwise agree.

23.4.10 Each Disputant shall bear its own costs of mediation. All other costs of mediation shall be shared equally by the Disputants.

23.5 ARBITRATION

23.5.1 If a Dispute is not resolved by mediation pursuant to part 23.4, the Disputants may jointly apply to the Board for arbitration of the Dispute.

23.5.2 The Board shall not accept an application for arbitration unless:

(a) the application is jointly made by the Disputants; and
(b) mediation of the Dispute pursuant to part 23.4, including preparation of the report of the mediator, has been completed.

23.5.3 The Board shall appoint an arbitrator jointly proposed by the Disputants within 15 days of the Board accepting an application for arbitration. If a joint proposal for an arbitrator is not made, the Board shall appoint an arbitrator from the roster within a further 30 days. If no arbitrator on the roster is available, the Board shall, as soon as practicable, appoint another person to arbitrate the Dispute, after consultation with the Disputants.

23.5.4 Unless the Disputants otherwise agree, a person who has mediated a Dispute may not arbitrate the same Dispute.

23.5.5 A Party or Beaufort-Delta Government which is not a Disputant is entitled to notice of an arbitration and to become a Disputant in the arbitration.

23.5.6 Unless the Disputants otherwise agree, but subject to sections 23.1.4 and 23.1.5, and subject to the rules established by the Board, an arbitrator may:

(a) determine all questions of law, including jurisdiction;
(b) determine all questions of fact and of procedure, including the method of giving evidence;
(c) make an award of any remedy in law, including interim relief;[16]
(d) order the payment of interest and costs;
(e) subpoena witnesses and order production of documents;
(f) administer oaths or affirmations to witnesses;
(g) refer questions of law to the Supreme Court of the Northwest Territories; and
(h) correct clerical errors in orders and arbitration awards.

23.5.7 The Disputants may resolve their Dispute by written agreement at any time prior to the arbitrator making an award, and if they do so the arbitrator shall not thereafter make an award.

23.5.8 An arbitrator shall make a written award, including reasons therefor and a recital of the facts upon which the award is made, within 30 days of termination of arbitration hearings unless the Disputants otherwise agree.

23.5.9 Unless otherwise ordered by an arbitrator, each Disputant shall bear its own costs and all other costs of the arbitration shall be shared equally by the Disputants.

23.5.10 The arbitrator shall file with the Board forthwith any award or order made by the arbitrator.

23.5.11 The award of an arbitrator is conclusive and binding on the Disputants and shall not be challenged by appeal or review in any court, except within [90] days in the Supreme Court of the Northwest Territories on the ground that the arbitrator erred in law, exceeded his or her jurisdiction or acted contrary to the Agreement.

23.5.12 A Disputant may, once 14 days have elapsed after the date of release of an arbitration award or order, or after the date provided in the award or order for compliance, whichever is later, file in the Registry of the Supreme Court of the Northwest Territories a copy of the award or order. The award or order shall be entered as if it were an order of the Court. On being entered, the award or order shall be deemed, for all purposes except appeal from it, to be an order of the Supreme Court of the Northwest Territories and shall be enforceable as such.

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[16] Canada may propose narrower wording.

CHAPTER 24 REVIEW

24.1 INITIATED REVIEW

24.1.1 A Party may at any time request an initiated review of any provision of the Agreement by notice in writing to the other Parties stating the provisions of the Agreement proposed to be reviewed. The notice shall include reasons for requesting the review and may include a proposed amendment to the Agreement.

24.1.2 A Party who receives a request made under section 24.1.1 shall consider the request in good faith, and the duty shall be the same for all Parties.

24.1.3 A Party receiving a request made under section 24.1.1 shall respond in writing to all Parties within 60 days stating, with reasons, whether it agrees to conduct an initiated review or not.

24.1.4 An initiated review shall only be conducted with the agreement of all the Parties, except as otherwise provided in the Agreement.

24.1.5 An initiated review shall be completed within 12 months of its commencement.

24.1.6 All Parties shall participate in good faith in an initiated review of the Agreement, and the duty shall be the same for all Parties.

24.1.7 Within 30 days of agreeing to conduct an initiated review, the Parties shall form a committee made up of four persons, one representative being appointed by each of the Parties to conduct an initiated review.

24.1.8 The commencement of the initiated review shall be deemed to occur upon the formation of the committee pursuant to section 24.1.7.

24.1.9 During the initiated review, the committee shall consult with the Beaufort-Delta Governments which may have an interest in the subject of the initiated review.

24.1.10 The committee shall prepare a written report within 12 months of the commencement of the initiated review and may include in the report recommendations for amendments to the Agreement. A report may include minority recommendations.

24.1.11 Each Party shall provide in writing to the other Parties its response, including reasons, to the report of the committee within 6 months of receiving the report referred to in section 24.1.10, unless otherwise agreed by the Parties.

24.1.12 A Party whose request for an initiated review has been rejected may require that the provision of the Agreement which the Party had proposed be reviewed be included in the next periodic review.

24.1.13 For greater certainty, no response of a Party referred to in section 24.1.3 or 24.1.11 shall be subject to review by a court.

24.1.14 Each Party shall pay its own costs of an initiated review.

24.2 PERIODIC REVIEW

24.2.1 The Parties shall conduct a periodic review of the Agreement commencing on the fifteenth anniversary of the Effective Date, and on every tenth anniversary thereafter unless otherwise agreed.

24.2.2 At least 120 days prior to the commencement of a periodic review, each Party shall identify to the other Parties the subject-matters it requires be included in the periodic review.

24.2.3 All Parties shall participate in good faith in a periodic review of the Agreement and the duty shall be the same for all Parties.

24.2.4 At least 120 days prior to the commencement of a periodic review, the Parties shall form a committee made up of a representative of each of the Parties to conduct a periodic review.

24.2.5 The committee shall consult with the Beaufort-Delta Governments during a periodic review.

24.2.6 The committee shall prepare a written report within 12 months of the commencement of the periodic review and may include in the report recommendations for amendments to the Agreement. A report may include minority recommendations.

24.2.7 Each Party shall provide in writing to the other Parties its response, including reasons, to the report of the committee within 6 months of receiving the report referred to in section 24.2.6, unless otherwise agreed by the Parties.

24.2.8 If a Party has rejected a recommendation contained in the report of the committee, any Party may make an alternative recommendation which all Parties shall consider.

24.2.9 Each Party shall provide in writing to the other Parties its response, including reasons, to any alternative recommendations made pursuant to section 24.2.8 within 6 months of receiving the alternative recommendations, unless otherwise agreed by the Parties.

24.2.10 The principals of each Party shall meet in the Beaufort-Delta Region to discuss the report referred to in section 24.2.6, the alternative recommendations if any, and the responses of the Parties.[17]

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[17] The Parties will return to this section following the conclusion of the discussions in section 25.1.3

24.2.11 For greater certainty, no response of a Party referred to in section 24.2.7 or section 24.2.9 shall be subject to review by a court.

CHAPTER 25 INTERGOVERNMENTAL RELATIONS

25.1 GENERAL

25.1.1 The Parties recognize that ongoing intergovernmental relations are essential for the effective implementation of the Agreement.

25.1.2 The Parties recognize that their ongoing intergovernmental relationship includes an ongoing relationship at the political level.

25.1.3 Prior to the Initialling Date, the Parties will discuss practical ways of ensuring that mechanisms and processes are in place to develop and maintain their ongoing intergovernmental relationship, including:

(a) principles that guide the relationship between governments;
(b) mechanisms that encourage effective intergovernmental relations; and
(c) any other matter the Parties may agree to discuss.

25.1.4 Any mechanism or process contemplated in section 25.1.3 shall not create legal obligations unless otherwise agreed by the Parties.[18]

25.1.5 The Gwich'in Government, the Inuvialuit Government, the Government of the Northwest Territories, the Government of Canada and the Beaufort-Delta Public Governments as represented by the Beaufort-Delta Regional Government shall meet within one year of the Effective Date as part of their ongoing intergovernmental relationship and subject to the discussions contemplated in section 25.1.3, may meet thereafter, as agreed to from time to time.

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[18] This section will not appear in the Agreement.

CHAPTER 26 IMPLEMENTATION AND TRAINING

26.1 DEFINITIONS

26.1.1 Words and phrases in the Implementation Plan shall have the same meanings as set out in the Agreement.

26.2 PRE-EFFECTIVE DATE ACTIVITIES[19]

26.2.1 As soon as practicable after the approval of this Agreement-in-Principle and before the Initialling Date, the Parties shall agree upon a pre-Effective Date plan that identifies activities to be completed prior to the Effective Date so that the Beaufort-Delta Governments will have the capacity to operate on the Effective Date.

26.2.2 The pre-Effective Date activities shall include:

(a) exchange of information in relation to the responsibilities of Beaufort-Delta Community Governments under part 20.3 of the Local Government Operations chapter;
(b) exchange of agreed upon information in relation to the standards and core principles and objectives that Beaufort-Delta Governments will be required to apply in the exercise of their authority to make laws pursuant to the Agreement;
(c) the development of constitutions and core laws required by the constitutions;
(d) a pre-Effective Date training and capacity building plan as contemplated by the objectives identified in section 26.5.3 that will describe the activities to develop the capacity of the Gwich'in, Inuvialuit and other Beaufort-Delta residents to assume the responsibilities associated with the Beaufort-Delta Governments; and
(e) a communications strategy and plan to inform the Gwich'in, Inuvialuit and other Beaufort-Delta residents of the contents of the Agreement.

26.2.3 The Parties shall agree upon the timeframes, costs and who is responsible for the pre-Effective Date activities including who is responsible for activities set out in the pre-Effective Date plan.

26.2.4 The pre-Effective Date plan does not create legal obligations unless otherwise agreed by the Parties.

26.3 IMPLEMENTATION PLAN

26.3.1 Prior to the Initialling Date, the Parties shall negotiate with a view to reaching agreement on the Implementation Plan that will identify obligations set out in the Agreement and guide the Parties in the implementation of the Agreement.

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[19] This part will not appear in the Agreement.

26.3.2 The Implementation Plan shall be for an initial term of ten (10) years commencing on the Effective Date.

26.3.3 The Implementation Plan shall:

(a) identify one-time and ongoing activities necessary to fulfil obligations in the Agreement or the Implementation Plan, including timeframes, costs and the responsible Party;
(b) include non-binding guidelines for the initial exercise of jurisdictions by the Beaufort-Delta Governments, the development of laws and the coordination of the transfer of and the initial exercise of program delivery responsibilities;
(c) identify the funding necessary to complete the activities and responsibilities as set out in the Implementation Plan;
(d) identify the process for regular reviews of the Implementation Plan which shall occur at least once every five years;
(e) establish guidelines for the operation of the Implementation Committee established under part 26.6;
(f) include a communications strategy and plan to inform the Gwich'in, Inuvialuit and other Beaufort-Delta residents on the implementation and contents of the Agreement;
(g) include a process for its amendment; and
(h) address any other matter the Parties may agree to address.

26.4 STATUS OF THE IMPLEMENTATION PLAN

26.4.1 The Implementation Plan:

(a) does not alter any rights or obligations set out in the Agreement and shall not be used to interpret the Agreement;
(b) shall be appended to, but shall not form part of, the Agreement;
(c) is not a treaty or a land claims agreement within the meaning of sections 25 and 35 of the *Constitution Act, 1982*; and
(d) does not create legal obligations, unless otherwise agreed by the Parties.

26.5 TRAINING AND CAPACITY BUILDING

26.5.1 The Parties recognize the importance of training to Gwich'in, Inuvialuit and Beaufort-Delta residents in order for them to benefit fully from the Agreement.

26.5.2 Prior to the Initialling Date, the Parties shall develop final provisions for the Agreement respecting training and capacity building.

26.5.3 In developing the provisions referred to in section 26.5.2, the Parties shall take the following objectives into account: [20]

(a) the enhancement of the capacity of Gwich'in, Inuvialuit and Beaufort-Delta residents to assume the responsibilities associated with self-government;
(b) the implementation of human resource development strategies relating to:
  (i) the making of Beaufort-Delta Laws;
  (ii) the enforcement of Beaufort-Delta Laws;
  (iii) the delivery of programs and services; and
  (iv) community support;
(c) investing in Gwich'in, Inuvialuit and Beaufort-Delta residents by assisting them to acquire the education, skills and training necessary to support self-government under the Agreement; and
(d) such other objectives as may be agreed to by the Parties.

26.6 IMPLEMENTATION COMMITTEE

26.6.1 The Parties shall establish an Implementation Committee within thirty (30) days after the Signing Date.

26.6.2 The Implementation Committee shall consist of four representatives, one appointed by each of:

(a) the Gwich'in Tribal Council prior to the Effective Date and, after the Effective Date, by the Gwich'in Government provided that any appointment by the Gwich'in Tribal Council shall continue until its expiry;
(b) the Inuvialuit Regional Corporation prior to the Effective Date and, after the Effective Date, by the Inuvialuit Government, provided that any appointment by the Inuvialuit Regional Corporation shall continue until its expiry;
(c) the Government of the Northwest Territories; and
(d) the Government of Canada

with the authority to carry out the activities and responsibilities set out in the Implementation Plan, or ready access to a person with such authority.

26.6.3 The Implementation Committee shall make decisions with the unanimous agreement of all members.

26.6.4 The Implementation Committee may, from time to time, invite representatives of the Beaufort-Delta Public Governments to attend its meetings.

26.6.5 The Implementation Committee shall prepare an annual report on the implementation of the Agreement and provide it to the Parties.

26.6.6 The Implementation Committee shall:

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[20] Section 26.5.3 will not appear in the Agreement.

(a) monitor and report to the Parties on the implementation of the Agreement;
(b) assist in coordinating the activities of Canada, the Government of the Northwest Territories and the Beaufort-Delta Governments so that the Beaufort-Delta Governments can assume the responsibilities set out for them in the Agreement;
(c) subject to the Dispute Resolution chapter, facilitate and promote negotiated resolutions of Disputes related to the implementation of the Agreement;
(d) conduct the regular reviews of the Implementation Plan contemplated by paragraph 26.3.3(d);
(e) when it deems necessary:
    (i) make amendments and revisions to the Implementation Plan;
    (ii) reallocate resources in the Implementation Plan; and
    (iii) make recommendations on revisions or amendments to the Agreement;
(f) establish its own internal procedures; and
(g) make recommendations to the Parties on the renewal of the Implementation Plan beyond the initial ten (10) year period commencing on the Effective Date.

26.6.7 Nothing in the Agreement shall authorize the Implementation Committee to oversee or direct the Beaufort-Delta Governments, the Government of the Northwest Territories or Canada in the exercise of their jurisdictions or the delivery of their programs and services.

CHAPTER 27 TRANSITION

27.1 DISSOLUTION OF *INDIAN ACT* (CANADA) BANDS

27.1.1 The Parties agree that in addressing the matters referred to in sections 27.1.2 and 27.1.3, they shall be guided by the following objectives in relation to governing structures:

(a) respect for the rights of all community members;
(b) integration of all community members in both community and regional decision-making processes;
(c) reduction of duplication of government structures;
(d) encouragement of community and regional solidarity; and
(e) respect for the traditions and values of the Gwich'in.[21]

27.1.2 The Parties agree that the Gwich'in Bands should cease to exist, in the sense that the *Indian Act* (Canada) should cease to apply to them.[22]

27.1.3 Prior to the Initialling Date, the Parties agree to address the manner in which the objective in section 27.1.2 may be achieved, including how to:

(a) obtain sufficient evidence of agreement by the members of a Gwich'in Band to the dissolution of their band;
(b) include Gwich'in Band members in future governance arrangements under the Agreement;
(c) dispose of assets, obligations and liabilities of the Gwich'in Bands, and any monies held by Canada for the use and benefit of the Gwich'in Bands; and
(d) make transitional provisions respecting any Gwich'in Band by-laws and the application of the *Indian Act* (Canada), including sections 42 to 52.5 of that Act.

27.2 DISSOLUTION OF MUNICIPAL CORPORATIONS

27.2.1 On the Effective Date: each municipal corporation listed in Column One of Table 27-A shall cease to be a municipal corporation under the *Cities, Towns and Villages Act*, the *Hamlets Act* or the *Charter Communities Act*, as the case may be; all of the municipal corporation's assets are transferred to and liabilities are assumed by the Community Government listed in Column Two of Table 27-A opposite the name of the municipal corporation; and all by-laws enacted by a municipal corporation listed in Column One and in force immediately prior to the Effective Date, shall remain in force as if made by the Community Government listed in Column Two opposite the name of the municipal corporation, until amended or repealed.

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[21] This section (27.1.1) will not appear in the Agreement.
[22] This section will not appear in the Agreement.

Table 27-A

Column One	**Column Two**
Town of Inuvik	Inuvik Community Government
Hamlet of Aklavik	Aklavik Community Government
Hamlet of Fort McPherson	Fort McPherson Community Government
Hamlet of Tuktoyaktuk	Tuktoyaktuk Community Government
Hamlet of Holman	Holman Community Government
Hamlet of Paulatuk	Paulatuk Community Government
Hamlet of Sachs Harbour	Sachs Harbour Community Government
Charter Community of Tsiigehtchic	Tsiigehtchic Community Government

CHAPTER 28 APPROVAL OF THIS AGREEMENT-IN-PRINCIPLE[23]

28.1 GENERAL

28.1.1 This Agreement-in-Principle shall be submitted to the Parties for approval after initialling by the negotiators for the Parties.

28.1.2 Once this Agreement-in-Principle is initialed by the Chief Negotiators for the Parties, the Parties agree to make joint efforts to communicate the content of this Agreement-in-Principle to all residents of the Beaufort-Delta Region.

28.1.3 The Gwich'in shall have approved this Agreement-in-Principle when it has been signed by the President of the Gwich'in Tribal Council on behalf of the Gwich'in.

28.1.4 The Inuvialuit shall have approved this Agreement-in-Principle when it has been signed by the Chairperson of the Inuvialuit Regional Corporation on behalf of the Inuvialuit.

28.1.5 The Government of the Northwest Territories shall have approved this Agreement-in-Principle when it has been signed by the Minister of Aboriginal Affairs on behalf of the Government of the Northwest Territories.

28.1.6 Canada shall have approved this Agreement-in-Principle when it has been signed by the Minister of Indian Affairs and Northern Development on behalf of the Government of Canada.

28.1.7 This Agreement-in-Principle shall be considered approved when all Parties have approved this Agreement-in-Principle.

Post-Approval

28.1.8 Once this Agreement-in-Principle is approved, the Parties shall jointly make it public.

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[23] This chapter will not appear in the Agreement.

CHAPTER 29 ADDITIONAL SUBJECTS FOR NEGOTIATION[24]

29.1 GENERAL

29.1.1 In addition to matters set out elsewhere in this Agreement-in-Principle, the Parties agree to address prior to the Initialling Date:

(a) marriage, housing, economic development including tourism, and roads and traffic;
(b) the use, management, control, administration and protection of Gwich'in settlement lands;
(c) the use, management, control, administration and protection of Inuvialuit settlement lands;
(d) industrial relations, occupational safety and health, labour standards and employment equity;
(e) the issue of consistency of Beaufort-Delta Laws and actions with the international legal obligations of Canada;
(f) the application of federal human rights legislation, including the *Canadian Human Rights Act* (Canada), and of any territorial human rights legislation;
(g) whether to include provisions in the Agreement which are consistent with the GCLCA relating to:
  (i) the use, management, control and administration of rights and benefits of the Gwich'in provided pursuant to the GCLCA; and
  (ii) Gwich'in heritage resources;
(h) whether to include provisions in the Agreement which are consistent with the IFA relating to:
  (i) the use, management, control and administration of rights and benefits of the Inuvialuit provided pursuant to the IFA; and
  (ii) Inuvialuit heritage resources;
(i) the application of Inuvialuit Laws in the Inuvialuit Settlement Region outside of the Western Arctic Region;
(j) the application of Gwich'in Laws in the Primary Use Area in the Yukon;
(k) the preamble and schedules;
(l) whether to oblige the courts to consider any evidence and representations in respect of Gwich'in Laws and Gwich'in customs in relation to the custody of a Gwich'in;
(m) whether to oblige the courts to consider any evidence and representations in respect of Inuvialuit Laws and Inuvialuit customs in relation to the custody of an Inuvialuk;
(n) the process for ratifying the Agreement; and
(o) any other matter the Parties may agree to address.

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[24] This chapter will not appear in the Agreement.